

DEFENSE

Cooperation

**Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and OTHER GOVERNMENTS**

Signed at Washington, Australian Capital
Territory, London, Wellington, and Ottawa
April 17 and 22, May 11, June 5, and
August 19, 2015

with

Annexes



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“...the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

MULTILATERAL

Defense: Cooperation

*Memorandum of understanding signed at Washington,
Australian Capital Territory, London, Wellington, and
Ottawa April 17 and 22, May 11, June 5, and August 19, 2015;
Entered into force April 22, 2015.
With annexes.*

MEMORANDUM OF UNDERSTANDING

AMONG

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND THE

DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND THE

NEW ZEALAND DEFENCE FORCE

AND THE

SECRETARY OF STATE FOR DEFENCE OF THE UNITED KINGDOM

OF GREAT BRITAIN AND NORTHERN IRELAND

AND THE

DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

CONCERNING

MULTINATIONAL TEST AND EVALUATION PROGRAM (TEP) COOPERATION

(SHORT TITLE: MTEP MOU)

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INTRODUCTION

The Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD), hereinafter referred to as the "Participants":

Recognizing the successful cooperation that has been accomplished by the Participants through the bilateral Test and Evaluation Program (TEP) Cooperation Memoranda of Understanding (MOUs) between the U.S. DoD and, respectively, the ADOD, the CA DND, and the UK MOD;

Recognizing that the international Agreement between the Government of the United States of America and the Government of Australia Concerning Certain Mutual Defense Commitments (Chapeau Agreement), which entered into force on December 1, 1995, as amended December 1, 2009, applies to this MTEP MOU;

Recognizing that the international Agreement between the Government of the United States of America and the Government of Canada concerning the Establishment of Certain Mutual Defense Commitments (Chapeau Agreement), which entered into force on August 19, 1994, applies to this MTEP MOU;

Recognizing that the international Agreement between the Government of the United States of America and the Government of New Zealand concerning the Establishment of Certain Defense Commitments (Chapeau Agreement), which entered into force on July 16, 1996, applies to this MTEP MOU; and

Recognizing that the international Agreement Concerning Defence Cooperation Arrangements between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland (Chapeau Agreement), which entered into force on May 27, 1993, as amended June 1, 2007, applies to this MTEP MOU;

Having a common interest in defense;

Recognizing the benefits to be obtained from cooperation, standardization, rationalization, and interoperability of military equipment;

Desiring to improve their mutual conventional defense capabilities through the application of emerging technology;

Having a mutual need to engage in a broad range of cooperative or reciprocal Test and Evaluation (T&E) activities to satisfy common operational requirements;

Having independently conducted testing of the applications of various technologies, and recognizing the benefits of cooperation in the T&E arena;

Have reached the following understandings:

SECTION I

DEFINITIONS AND ACRONYMS

The Participants have jointly decided upon the following definitions of terms used in this MTEP MOU:

Approval in Principle (AIP)	The Participants' Management Agents' preliminary acceptance of a Project proposal for a Project in which they would be involved and which would enable such Participants to enter into technical discussions to develop a Project Arrangement (PA) or Equipment and Material Transfer Arrangement (E&MTA) for final approval.
Background Information	Information not generated in the performance of a TEP Activity.
Classified Information	Official Information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This Information may be in oral, visual, magnetic, electronic, or documentary form or in the form of equipment or technology.
Computer Software	Computer programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae, and related materials that would enable the software to be reproduced, recreated, or recompiled. Computer Software does not include computer data bases or Computer Software documentation.
Contract	Any mutually binding legal relationship under national laws that obligates a Contractor to furnish supplies or services, and obligates one or more of the Participants to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the governmental organizations of the Participants. Contracting includes a description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the governmental organization of a Participant that has authority to enter into, administer, or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Participant who has the authority to enter into, administer, or terminate Contracts.
Contractor	Any entity awarded a Contract by a Participant's Contracting Agency.

Contractor Support Personnel	Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Participant under a support Contract.
Contributing Participant	A Participant, other than a Performing Participant in a Reciprocal Use of Test Facilities Project Arrangement (RUTF PA), who contributes resources to a specific TEP Activity.
Controlled Unclassified Information	Unclassified Information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. It could include Information that has been declassified but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of a Parent Participant assigned to a Project at another Contributing Participant's facility who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a Cooperative Test & Evaluation (CTE) PA.
Cooperative Test & Evaluation (CTE) Project Arrangement (PA)	An implementing arrangement negotiated under this MTEP MOU that specifies the provisions for cooperation between or among two or more Contributing Participants, on an equitable basis, on a specific TEP Activity.
Cost(s)	Both Financial Cost(s) and Non-financial Cost(s) of a TEP Activity.
Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of a Participant.
Designated Security Authority (DSA)	The security authority designated by national authorities to be responsible for the coordination and implementation of national industrial security aspects of this MTEP MOU.
Direct Cost	Any item of Cost that is easily and readily identified to a specific TEP Activity that would not have been incurred but for the TEP Activity. Direct Costs may include Costs of labor, materials, facilities, utilities, equipment, supplies, and other resources of the Test Facility that are consumed or damaged in connection with the use or the maintenance of the Test Facility.
Equipment and Material	Any material, equipment, end item, subsystem, component, special tooling, or test equipment acquired or provided for use in a TEP Activity.
Equipment and Material	Transfer of Equipment and Material between or among two or more

Transfer (E&MT)	Participants for use in a specific RUTF PA, CTE PA, or Equipment & Material Transfer Arrangement (E&MTA), with details of the transfer being embedded in the RUTF PA, CTE PA, or E&MTA.
Equipment and Material Transfer Arrangement (E&MTA)	An implementing arrangement entered into under this MTEP MOU that specifically details the arrangement for an Equipment and Material Transfer (E&MT) between or among two or more Participants that is not part of a specific PA.
Exceptional Circumstances	Any circumstances that would require the Contracting Officer to act outside the Project Contract Requirements (PCR).
Financial Costs	Costs met with monetary contributions.
Foreground Information	Information generated in the performance of a specific TEP Activity.
Host Participant	The Contributing Participant whose nation provides the facility where CPP are hosted.
Indirect Cost	Any item of Cost that is not easily and readily identified to a specific TEP Activity, but that is related to that TEP Activity; this may include general and administrative expenses for such activities as supporting base operations, manufacturing, supervision, procurement of office supplies, and utilities that are accumulated Costs allocated among several users.
Information	Any knowledge provided to, generated in, or used in a TEP Activity under this MTEP MOU that can be communicated by any means, regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, Computer Software, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form, and whether or not subject to Intellectual Property rights.
Intellectual Property	In accordance with the World Trade Organization Agreement on Trade-related Aspects of Intellectual Property Rights of April 15, 1994, all copyright and related rights, all rights in relation to inventions (including Patent rights), all rights in registered and unregistered trademarks (including service marks), registered and unregistered designs, undisclosed Information (including trade secrets and know-how), layout designs of integrated circuits, and

geographical indications, and any other rights resulting from creative activity in the industrial, scientific, literary, and artistic fields.

Invention	Any invention in any field of technology, provided it is new, involves an inventive step, is capable of industrial application, and is formulated or made (conceived or "first actually reduced to practice") in the course of work performed under a TEP Activity. The term "first actually reduced to practice" means the first demonstration, sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.
Non-Contributing Participant	A Participant to this MTEP MOU who is not contributing to a specific TEP Activity.
Non-financial Costs	Costs met with non-monetary contributions.
Parent Participant	The Contributing Participant that sends its CPP to a Project at another Contributing Participant's facility.
Participant	A signatory to this MTEP MOU represented by its military and civilian personnel. Contractors and Contractor Support Personnel will not be representatives of a Participant under this MTEP MOU.
Patent	Grant by any government or a regional office acting for more than one government of the right to exclude others from making, using, importing, selling, or offering to sell an Invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design patents, registered designs, and inventor certificates or like statutory protection as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Performing Participant(s)	The Participant(s) providing a test service at, or use of, a Test Facility to Contributing Participant(s) under a RUTF PA, and receiving reimbursement from the Contributing Participant(s) for the Costs incurred. A Performing Participant is not a Contributing Participant under a RUTF PA because such test services, or Test Facility usage, are reimbursed.
Project	A TEP Activity undertaken by two or more Participants, conducted pursuant to a PA or E&MTA established under this MTEP MOU.
Project Arrangement (PA)	An implementing arrangement, established pursuant to this MTEP MOU, that specifies the collaboration on a Project between or

among Participants in that PA.

Project Closure Report	A report written by the Performing Participant's PO for the Contributing and Performing Participants' Management Agents (MAs) at the end of a RUTF PA identifying Project completion, major benefits, deficiencies in completing the Project, and reconciliation of financials.
Project Contract Requirements (PCR)	Project management direction developed by the CTE PA Project Officer(s) (POs) and approved by the Steering Committee (SC) as part of the Project Plan for a CTE PA in accordance with Section IV (Management (Organization and Responsibility)) of this MTEP MOU, which is the basis for the Contracting Officer to negotiate, award, and manage Contracts. The PCR contains information that addresses the Participants' interests regarding technical requirements, Project objectives, and acquisition strategy.
Project Plan	A document that provides a description of a Project's events, delivery requirements, and milestones that is updated periodically by the Project Officers throughout the life of a Project.
Prospective Contractor	Any entity that seeks to enter into a Contract to be awarded by a Participant's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled Information, is eligible to receive such Information.
Reciprocal Use of Test Facilities (RUTF) PA	An implementing arrangement under this MTEP MOU that specifies the Cost, schedule, and performance aspects of a test effort conducted by the Performing Participant's Test Facility for the Contributing Participant(s).
Test and Evaluation (T&E)	The overall process of data collection, data reduction, and the analysis of that data for a specific purpose or application.
Test and Evaluation Program (TEP) Activity	A cooperative effort by some or all of the Participants to achieve the objectives in Section II (Objectives) and the work in Section III (Scope of Work) of this MTEP MOU.
Test Facility	Range, facility, or other capability or venue where T&E of defense Equipment and Material may be performed.
Test Report	The final report of the test agency documenting results of data gathering and analysis, achievement of the test objectives, conclusions, and recommendations.
Third Party	A government, other than the Government of a Participant, and any

person or other entity whose government is not the Government of a Participant.

Working Group

A TEP Activity established under the auspices of this MOU as a collaboration to harmonize the Participants' T&E requirements and exchange Information to determine the feasibility of further cooperation via a PA or E&MTA.

SECTION II

OBJECTIVES

- 2.1. This MTEP MOU establishes a framework for implementing a program of cooperation on mutually determined topics and activities related to T&E. It prescribes the general provisions that will apply to the initiation, conduct, and management of TEP Activities detailed in separate Project Arrangements (PAs), Equipment and Material Transfer Arrangements (E&MTAs), or Working Groups (WGs) between or among two or more Participants authorized in accordance with the national laws, regulations, and policies of the Participants. These PAs, E&MTAs, and WGs will be entered into pursuant to this MTEP MOU and will incorporate by reference the provisions of this MTEP MOU. Additionally, this MTEP MOU will allow the exchange of Information for determining the feasibility of TEP Activities and for the purpose of coordinating the Participants' defense requirements to assist in defining potential cooperative efforts under this MTEP MOU.
- 2.2. The specific objectives of this MTEP MOU are to:
 - 2.2.1. conduct cooperative T&E of systems of shared interest;
 - 2.2.2. share test resources through reciprocal and cooperative use of Test Facilities, ranges, and other test capabilities and testing tools;
 - 2.2.3. facilitate and enhance T&E cooperation and targeted Information exchange for cooperation in support of future defense capabilities;
 - 2.2.4. enhance interoperability among the Participants;
 - 2.2.5. conduct cooperative development of test capabilities, test procedures and methods, and test standards and criteria;
 - 2.2.6. promote defense T&E technology and cooperation among the Participants; and
 - 2.2.7. enhance capability and reduce overall Costs and risks for each of the Participants through the sharing of Information, including future defense requirements and current and future technological developments.
- 2.3. Detailed provisions of each PA, E&MTA, and WG Terms of Reference (TOR) will be consistent with this MTEP MOU. Each PA, E&MTA, and WG TOR will include, as appropriate, specific provisions concerning the objectives, scope of work, sharing of work, management structure, financial arrangements, and classification for the applicable PA, E&MTA, or WG TOR in accordance with the formats set forth in Annex A (Model Reciprocal Use of Test Facilities (RUTF) PA), Annex B (Model Cooperative Test & Evaluation (CTE) PA), Annex D (Model Equipment and Material Transfer Arrangement

(E&MTA)), and Annex E (Model Working Group (WG) Terms of Reference (TOR)) to this MTEP MOU, to the extent applicable and practicable.

- 2.4. The Participants intend to use their best efforts to accommodate testing requirements of the other Participants. Each Participant may, however, decline to conduct a proposed TEP Activity in its country on a case-by-case basis.
- 2.5. This MTEP MOU does not preclude the Participants from entering into any other bilateral or multilateral agreements or arrangements.

SECTION III

SCOPE OF WORK

- 3.1. The scope of work for this MTEP MOU will encompass collaboration in T&E, potentially leading to new and improved defense capabilities. TEP Activities may encompass one or more of the following:
 - 3.1.1. accommodation of testing requirements on a reimbursable basis under the provisions of a RUTF PA. This may include access to, or transfer of, test instrumentation and other testing tools;
 - 3.1.2. conduct of CTE on systems of shared interest;
 - 3.1.3. conduct of joint tests to advance test technology;
 - 3.1.4. cooperative development of new or existing test instrumentation, equipment, other testing tools, and Test Facilities;
 - 3.1.5. cooperative development of testing criteria, standards, and procedures;
 - 3.1.6. exchange of Information on T&E policy, testing criteria, standards and procedures, and other test-related or test-derived Information including, but not limited to, doctrine, tactics, and operational requirements;
 - 3.1.7. transfer of test technologies and procedures;
 - 3.1.8. familiarization with each other's facilities, and identification of potential cooperative T&E opportunities; and
 - 3.1.9. assistance from Participant personnel to improve test capabilities and support the conduct of TEP Activities between or among the Participants.
- 3.2. Activities under this MTEP MOU may be pursued by two or more Participants. The addition of a Participant to an existing PA or E&MTA will require amendment of that PA or E&MTA by the PA or E&MTA Participants.
- 3.3. The following mechanisms will be used to undertake the TEP Activities described in paragraph 3.1.:
 - 3.3.1. TEP PAs:
 - 3.3.1.1. RUTF PA: This type of PA will be established consistent with Annex A (Model Reciprocal Use of Test Facilities (RUTF) PA) to this MTEP MOU, to the extent applicable and practicable. Submission of a Project proposal by the Contributing Participant(s) to request AIP from the Performing Participant(s) will

be required prior to negotiating a RUTF PA, to the extent applicable and practicable.

3.3.1.2. CTE PA: This type of PA will be established consistent with Annex B (Model Cooperative Test and Evaluation (CTE) PA) to this MTEP MOU, to the extent applicable and practicable. Submission of a Project proposal to request AIP or other authorization, as appropriate, may be required prior to negotiating a CTE PA.

3.3.1.3. E&MTA: The Participants recognize that it may be necessary to transfer Equipment and Material for the purpose of implementing this MTEP MOU, but not for the purposes of a specific PA. In such cases, the Contributing Participants will enter into an E&MTA using the format set forth in Annex D (Model Equipment and Material Transfer Arrangement (E&MTA)) to this MTEP MOU, to the extent applicable and practicable.

3.3.2. Information may be exchanged to identify cooperative activities of mutual interest and to assist in formulating, developing, and negotiating potential PAs, E&MTAs, and WGs under this MTEP MOU. This includes, but is not limited to, the exchange of defense-related T&E Information necessary to define and support cooperative activities, or Information exchanged during a familiarization visit while observing test-related activities.

3.3.3. WGs may be established to harmonize the Participants' T&E requirements and exchange Information to determine the feasibility of further cooperation via a PA or an E&MTA. WGs will be limited in scope to a well-defined area and will endeavor to assess the issue based on Information provided by the Participants in such a way as to arrive at a jointly determined position within a set time period. WGs will have their own written TOR using the format set out in Annex E (Model Working Group Terms of Reference) to this MTEP MOU, to the extent applicable and practicable. Unless and until Information exchanged in WGs is used in a PA or an E&MTA, the receiving Participant will use such Information only for information and evaluation purposes.

3.3.4. Familiarization visits may occur, in accordance with Section XI (Visits to Establishments) of this MTEP MOU, to promote awareness of another Participant's Test Facilities and test capabilities and to identify areas of potential cooperative activities under this MTEP MOU.

3.3.4.1. Visits may include observation of test-related activities.

3.3.4.2. Visits may include feasibility assessments pursuant to development of PAs or E&MTAs.

3.4. Individual CTE PAs may provide for the assignment of CPP from one Contributing Participant to the facilities of the other Contributing Participant(s) in order to participate

in the CTE Project. Such CTE PAs will incorporate by reference the provisions of Annex C (Cooperative Project Personnel (CPP)) to this MTEP MOU.

- 3.5. Execution of acquisition programs and/or production programs (other than Equipment and Material acquired for use in a TEP Activity) that may be proposed as a result of cooperation under TEP Activities under this MTEP MOU are outside the scope of this MTEP MOU and will require conclusion of separate arrangements.

SECTION IV

MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

- 4.1. This MTEP MOU will be directed and administered on behalf of the Participants by the MOU Directors (MDs) and Management Agents (MAs). Steering Committees (SCs), if applicable, Project Officers (POs), points of contact, or WG leads will be designated by the Participants to a TEP Activity. The Participants will maintain and fund their own organizations for managing this MTEP MOU. There is no intent to establish a standing management organization for this MTEP MOU.
- 4.2. The Chief, Capability Development Group (CCDG) (or successor in the event of reorganization) is designated the ADOD MD. The Assistant Deputy Minister (Material) (or successor in the event of reorganization) is designated the CA DND MD. The Assistant Chief of Defence Force (Capability) HQ NZDF (or successor in the event of reorganization) is designated the NZDF MD. The Director, Strategic Programmes (or successor in the event of reorganization) is designated the UK MOD MD. The Director, Operational Test and Evaluation (or successor in the event of reorganization) is designated the U.S. DoD MD. The MDs will be responsible for:
 - 4.2.1. Monitoring implementation of this MTEP MOU and exercising executive-level oversight;
 - 4.2.2. Monitoring the overall use and effectiveness of this MTEP MOU;
 - 4.2.3. Approving PAs and E&MTAs, and amendments thereto, in accordance with this MTEP MOU and national laws, regulations, and policies;
 - 4.2.4. Recommending or approving amendments to this MTEP MOU; and
 - 4.2.5. Resolving issues brought forth by the MAs.
- 4.3. The Director General, Test and Evaluation (DGT&E) (or successor) is designated the ADOD MA. The Director General, International and Industry Programs (DGIIP) (or successor) is designated the CA DND MA. The Director, Programme Delivery (DPD) (or successor) is designated the NZDF MA. The Head of Capability (Joint Training, Evaluation and Simulation (JTES)) (or successor) is designated the UK MOD MA. The Principal Deputy Director, Operational Test and Evaluation (or successor) is designated the U.S. DoD MA. The MAs will be responsible for:
 - 4.3.1. Identifying duties to be undertaken by POs, and points of contact, if applicable, in addition to those in paragraph 4.5. of this Section, and including such additional duties in the relevant PA or E&MTA;
 - 4.3.2. Notifying all MTEP MOU Participants of potential TEP Activities to avoid duplication of effort unless precluded by the requirements of a specific TEP Activity;

- 4.3.3. Identifying and sharing between or among the Participants, on an annual basis, new cooperative T&E opportunities, for those Participants with such Information available;
- 4.3.4. Establishing a management structure for each PA (including an SC, as required), or E&MTA;
- 4.3.5. Employing their best efforts to resolve, in consultation with the export control authorities of the Participants, any export control issues raised by an SC, the POs, or points of contact, as applicable;
- 4.3.6. Resolving any other issues referred to them by an SC, the POs, or points of contact, as applicable;
- 4.3.7. Designating a point of contact for exchange of Information to support the development of potential TEP Activities in accordance with subparagraph 3.3.2. of Section III (Scope of Work) of this MTEP MOU;
- 4.3.8. Approving plans for the disposal of jointly acquired or produced Equipment and Material, in accordance with Section VIII (Equipment and Material Transfers) of this MTEP MOU;
- 4.3.9. Approving in principle familiarization visits pursuant to subparagraph 3.3.4. of Section III (Scope of Work) of this MTEP MOU, and consistent with national laws, regulations, and policies of the Participants;
- 4.3.10. Monitoring Third Party sales and transfers authorized in accordance with Section XIII (Third Party Sales and Transfers) of this MTEP MOU;
- 4.3.11. Approving assignment of personnel working on a CTE Project at another Participant's facilities in accordance with paragraph 3.4. of Section III (Scope of Work) of this MTEP MOU, unless an SC is established;
- 4.3.12. Granting AIP for PAs or E&MTAs, as specified in subparagraphs 3.3.1.1. and 3.3.1.2. of Section III (Scope of Work) of this MTEP MOU;
- 4.3.13. Approving and signing TORs for WGs to which they are a Contributing Participant, in accordance with subparagraph 3.3.3. of Section III (Scope of Work) of this MTEP MOU;
- 4.3.14. Providing oversight of financial, performance, and schedule matters, and resolving issues brought forth by the POs or points of contact, if no SC is established;

- 4.3.15. Ensuring that a Project Security Instruction (PSI) and Classification Guide (CG) for a PA or E&MTA are prepared by the POs, or points of contact, as applicable, and approved by the respective DSAs prior to the transfer of Classified Information or Controlled Unclassified Information;
 - 4.3.16. Recommending to the MDs approval of PAs, E&MTAs, amendments to PAs and E&MTAs, and amendments to this MTEP MOU;
 - 4.3.17. Monitoring and evaluating the execution of TEP Activities and providing guidance and direction as necessary;
 - 4.3.18. Establishing and maintaining an overarching Financial Management Procedures Document (FMPD), as necessary, to describe funding arrangements for the conduct of T&E for each Participant; and
 - 4.3.19. Establishing and maintaining an overarching T&E capabilities list for the conduct of T&E in each Participant's country.
- 4.4. The MAs (or their designees) will meet as required, or at intervals not to exceed 24 months, alternately when possible in Australia, Canada, New Zealand, the United Kingdom, and the United States. All organizational, administrative, and secretarial Costs associated with a meeting of the MAs will be borne by the hosting Participant for that particular meeting. The chairperson for each meeting will be the senior official of the hosting Participant. During such meetings, all decisions will be made unanimously, with each Participant having one vote. In the event that the Participants are unable to reach a timely decision on an issue, each Participant will refer the issue to its MD for resolution. In the meantime, the approved TEP Activity will continue to be implemented without interruption under the direction of the POs, points of contact, or WG leads, as applicable, while the issue is being resolved by the MDs.
- 4.5. For Projects in which one Participant involved in a CTE PA contracts on behalf of other Participant(s) for tasks under that Project, an SC will be established, composed of members from each of the Contributing Participants. An SC also may be established for any Project as mutually determined by the Contributing Participants. If an SC is established under a Project, it will be responsible for:
- 4.5.1. Providing policy and management direction to the POs for PAs during PA execution;
 - 4.5.2. Monitoring overall implementation, including technical, Cost, and schedule performance against requirements;
 - 4.5.3. Approving plans for transfers of Equipment and Material or disposal of jointly acquired or produced Equipment and Material, in accordance with Section VIII (Equipment and Material Transfers) and Section XIII (Third Party Sales and Transfers) of this MTEP MOU;

- 4.5.4. Resolving issues brought forth by the POs or points of contact, if applicable;
- 4.5.5. Maintaining oversight of the security aspects of a Project;
- 4.5.6. Establishing and approving the detailed financial procedures of a PA through an FMPD, as required;
- 4.5.7. Reporting status and activity of assigned PAs or E&MTAs as requested by MAs and MDs;
- 4.5.8. Approving the Project Plan, and any revisions thereto, submitted by the PO in accordance with subparagraph 4.6.11. of this Section, and reviewing the technical progress of the Project against the Project Plan. The Project Plan will contain the information necessary to achieve Project objectives, including, but not limited to, the following elements:
 - 4.5.8.1. Detailed scope of work and corresponding work schedule, as appropriate;
 - 4.5.8.2. References to applicable acquisition approval processes and documents;
and
 - 4.5.8.3. Project Contract Requirements (PCR).
- 4.5.9. Upon notification by the PO of Exceptional Circumstances that require immediate attention, issuing updated PCR through a timely Project Plan revision developed and approved in accordance with subparagraphs 4.5.8., 4.6.11., and 4.6.13. of this Section, in order to provide Project management direction for the Contracting Officer to manage and modify Contracts under such Exceptional Circumstances. If requested by the SC, the PO in consultation with the Contracting Officer, will explain why the circumstances can be regarded as Exceptional Circumstances.
- 4.6. In accordance with the provisions of any PA or E&MTA, the POs or points of contact, as applicable, will have the responsibilities under paragraph 4.5. of this Section if no SC is established for their PA or E&MTA. In accordance with the provisions of the PA or E&MTA, POs or points of contact will also:
 - 4.6.1. Have primary responsibility for effective implementation, efficient management, and direction of their assigned PAs, or E&MTAs, including technical, Cost, and schedule performance against requirements;
 - 4.6.2. Appoint a Project security officer;
 - 4.6.3. Report status and activity of assigned PAs or E&MTAs to the SC, or to the MAs if no SC is established;

- 4.6.4. Manage the security aspects of the PA or E&MTA, including developing and forwarding, through the MAs for Designated Security Authority (DSA) approval, the overarching PSI and CG or any additional PSI and CG for PAs or E&MTAs that contain provisions for the generation or exchange of Classified Information or Controlled Unclassified Information, as appropriate;
- 4.6.5. Monitor export control arrangements required to implement any PA or E&MTA and, if applicable, immediately refer to the SC, or if no SC is established, to the MAs any export control issues that could adversely affect the implementation of the PA or E&MTA;
- 4.6.6. Approve the assignment of specific CPP to a CTE Project at another Contributing Participant's facilities in accordance with the provisions set out in Annex C (Cooperative Project Personnel (CPP)) to this MTEP MOU;
- 4.6.7. Maintain a list of all Equipment and Material transferred by the Contributing Participants;
- 4.6.8. Implement the financial aspects of the PA in accordance with Section V (Financial Provisions) of this MTEP MOU;
- 4.6.9. Forward issues, where necessary, to the SC, or if no SC is established, to the MAs for resolution;
- 4.6.10. Carry out any additional responsibilities set out in the PA or E&MTA, or as directed by the SC, or if no SC is established, the MAs;
- 4.6.11. Develop a Project Plan, and any necessary revisions thereto, as described in subparagraph 4.5.8. of this Section; submit the Project Plan, and any revisions thereto for MA or, if one is established, SC approval; implement the Project Plan and any revisions upon MA, or if one is established, SC approval; and document the existence of any Exceptional Circumstances as raised by the Contracting Officer;
- 4.6.12. Provide the approved Project Plan (including the PCR, as appropriate), and any approved revisions thereto, to the Contracting Officer;
- 4.6.13. Inform the SC of the existence of Exceptional Circumstances raised by the Contracting Officer in accordance with paragraph 6.6. of Section VI (Contracting Provisions) of this MTEP MOU, and documented by the PO in accordance with subparagraph 4.5.9. of this Section;
- 4.6.14. Cooperate, as requested, with the Contracting Officer in the areas of Contracting strategies, requests for proposal, Contract negotiation, evaluation of offers, Contract awards, and Contract modifications;

- 4.6.15. Inform the SC immediately of any risk of cost growth beyond the FMPD approved by the MAs or, if one is established, the SC, or schedule change or performance problems under the Project Plan; and
- 4.6.16. Prepare the Project Closure Report and forward to the Participant MAs involved in the RUTF PA by the date indicated in the RUTF PA.
- 4.7. In accordance with the provisions of an approved CTE PA, and provisions set out in Annex C (Cooperative Project Personnel (CPP)) to this MTEP MOU, a Contributing Participant may assign CPP to another Contributing Participant's facility to assist in the implementation of an approved CTE PA.
- 4.8. In accordance with the provisions of Section VI (Contracting Provisions), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), and Section XII (Security) of this MTEP MOU, Participants may provide Contractor Support Personnel to assist in the development of, or upon entry into effect, implementation of, a PA or E&MTA, subject to national laws, regulations, and policies. It is the responsibility of the Contracting Participants to ensure Contract provisions accord, or, through supervision, meet all responsibilities under this MTEP MOU and applicable PAs or E&MTAs.

SECTION V

FINANCIAL PROVISIONS

- 5.1. This MTEP MOU itself creates no financial responsibilities regarding any TEP Activity. Detailed descriptions of the financial provisions for a specific Project, including the total Cost of the Project and each Participant's Cost share, will be contained in each specific PA.
- 5.2. For RUTF PAs, charges between Participants will be determined on a case-by-case basis and specified in the RUTF PA. The Performing Participant's charges may consist of Direct Costs and applicable Indirect Costs. Direct Costs chargeable to the Contributing Participant, except for the Cost of military personnel, will not be greater than what one component of the Performing Participant would charge to another component of the Performing Participant for the type and scope of the services provided. If required, Indirect Costs may also be charged depending on the nature and specifics of the effort. Indirect Costs charged to the Contributing Participant(s) will be only those required by the Performing Participant's laws, regulations, and policies.
- 5.3. For CTE PAs, Contributing Participants will contribute their equitable share of the full Financial and Non-financial Costs, as defined in the CTE PA, including overhead Costs, administrative Costs, and costs of claims (in accordance with Section XIV (Liability and Claims) of this MTEP MOU), and will receive an equitable share of the results of each CTE PA.
- 5.4. For each PA, the POs will be responsible for establishing the detailed financial management procedures under which the Project will operate. Where necessary, these procedures will be detailed in a FMPD proposed by the POs and subject to the approval of the SC, if one is established, or alternatively, the MAs of the Contributing Participants.
- 5.5. Participants will perform, or will have performed, their tasks and will use their best efforts to perform the tasks within the Cost estimates specified in each PA. Participants will bear the full Costs they incur for performing, managing, and administering their own activities under this MTEP MOU and participation in each PA, including their share of the Costs of any Contracts under paragraph 5.11. of this Section.
- 5.6. The following Costs will be borne entirely by the Participant incurring the Costs or on whose behalf the Costs are incurred, as mutually determined:
 - 5.6.1. Costs associated with national representation at meetings and WGs;
 - 5.6.2. Costs associated with making, managing, and administering any Information exchanges under this MTEP MOU;
 - 5.6.3. Costs associated with any unique national requirements identified by a Participant; and

- 5.6.4. Any other Costs not expressly stated as shared Costs under this MTEP MOU.
- 5.7. For E&MTAs under this MTEP MOU:
 - 5.7.1. There will be no charge for the loan of Equipment and Material or for the Test Report.
 - 5.7.2. Unless otherwise mutually determined in writing by the Contributing Participants, each Contributing Participant will fully bear all Costs it incurs for performing, managing, and administering its activities under the E&MTA.
- 5.8. Unless otherwise mutually determined in this MTEP MOU or a CTE PA, the Parent Participant will bear all Costs related to its CPP assigned to another Contributing Participant's facilities, including, but not limited to:
 - 5.8.1. All pay and allowances of its CPP;
 - 5.8.2. Transportation of the CPP, the CPP's dependents, and their personal property to the place of assignment in the Host Participant's nation prior to the CPP's commencement of a duty posting;
 - 5.8.3. Return transportation of the CPP, the CPP's dependents, and their personal property, from the place of assignment in the Host Participant's nation upon completion or termination of a duty posting;
 - 5.8.4. Compensation for loss of, or damage to, the personal property of CPP or the CPP's dependents, subject to the Parent Participant's laws, regulations, and policies;
 - 5.8.5. Preparation and shipment of remains and funeral expenses in the event of the death of the CPP or the CPP's dependents; and
 - 5.8.6. Other Costs as mutually determined.
- 5.9. A Participant will promptly notify the other Participant(s) if available funds will not be adequate to fulfill its responsibilities under a PA or E&MTA, or if it appears that the Cost estimates, or ceiling, in a PA will be exceeded, and the Participants will immediately consult with a view toward continuation on a modified basis.
- 5.10. Subject to the provisions of this MTEP MOU and in particular this Section, Section IV (Management (Organization and Responsibility)), Section VI (Contracting Provisions), and Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration), the Participants recognize that, for the purposes of CTE PAs, it may become necessary for one Contributing Participant to incur contractual or other obligations for the benefit of one or more other Contributing Participant(s) prior to receipt of the other

Contributing Participant(s)' funds. In the event that one Contributing Participant incurs such contractual or other obligations, each Contributing Participant will pay its equitable share of the Contract or other obligation, and will make such funds available in such amounts and at such times as may be required by the Contract or other obligation and will pay its equitable share of any damages and Costs that may accrue from the performance of or cancellation of the Contract or other obligation in advance of the time such payments, damages, or Costs are due. In this context, "equitable" means the Cost share contained in the Financial Cost sharing provisions of the respective CTE PA and paragraph 5.6. of this Section, for cooperative Costs and unique national requirements Costs arising out of a contractual or other obligation for the benefit of another Participant, respectively.

- 5.11. The Participants will be responsible for the audit of their activities or their Contractors' activities pursuant to a PA or E&MTA. A Participant's audits will be in accordance with its own national practices and the FMPD. For CTE PA efforts where funds are transferred between Contributing Participants, the receiving Contributing Participant will be responsible for the internal audit regarding administration of the other Contributing Participant's funds in accordance with the receiving Contributing Participant's national practices. Audit reports of such funds will be made available promptly by the receiving Contributing Participant(s) to the other Contributing Participant(s).

SECTION VI

CONTRACTING PROVISIONS

- 6.1. If a Participant determines that Contracting is necessary to fulfill that Participant's responsibilities under Section III (Scope of Work) of a PA under this MTEP MOU, that Participant will contract in accordance with its respective national laws, regulations, and policies.
- 6.2. When a Participant individually contracts on its own behalf to perform a task under a PA or E&MTA to this MTEP MOU, it will be solely responsible for its own Contracting, and the other Participant(s) will not be subject to any liability arising from such Contracts without its prior written consent.
- 6.3. If the Contributing Participants determine that it is necessary under a CTE PA that one Contributing Participant contract on behalf of other Contributing Participant(s) for tasks under that CTE PA, that Contributing Participant will contract in accordance with its national laws, regulations, and policies. Such contractual arrangements will be detailed in the particular CTE PA. The Contracting Officer will be the exclusive source for providing contractual direction and instructions to Contractors and Prospective Contractors. The CTE PA SC will be responsible for the coordination of activities related to this MTEP MOU and its CTE PA and will provide oversight of the POs who will cooperate with the Contracting Officer in the areas of Contract procedures, Contract negotiations, evaluation of offers, and Contract award.
- 6.4. For all Contracting activities performed by a Contributing Participant for the benefit of the other Contributing Participant(s), the SC will review statements of work prior to the issuance of solicitations to ensure that they are in accordance with this MTEP MOU and the CTE PA for which the Contracting is performed. The Contracting Officer will keep the SC advised of all significant developments associated with award and performance of Project Contracts, and will keep the SC advised of all financial arrangements with the prime Contractor.
- 6.5. When Contracting on behalf of the other Contributing Participant(s), a Contracting Participant will protect the interests of the other Contributing Participant(s) in that the Contracting Participant will investigate, in a timely manner, concerns that a Contractor has not met, or may not meet, contractual requirements and, upon verification of the validity of such concerns by the Contracting Participant, will pursue contractual remedies and utilize Contract disputes processes to the same extent as that Contracting Participant would in protecting its own interests. The Contracting Participant will keep the affected Contributing Participant(s) informed during this process and will take their views into full consideration.
- 6.6. When Contracting on behalf of the other Contributing Participant(s), a Contracting Participant's Contracting Officer will enter into contractual obligations consistent with the approved Project Plan, including the PCR, provided by the PO. In the unlikely event

that Exceptional Circumstances arise, the Contracting Officer will consult with the PO and SC, and execute Contracting actions consistent with any revised PCR. If such consultation does not result in a revised PCR, the Contracting Officer will use best efforts to take into account the interests of the Participants when incurring obligations beyond the scope of the FMPD or Project Plan. In the event that one or more Participants disagree with any action taken by the SC or the Contracting Officer, the disagreement will be resolved in accordance with Section XVI (Settlement of Disputes) of this MTEP MOU.

- 6.7. When Contracting on behalf of the other Contributing Participant(s), a Contracting Participant's Contracting Officer will immediately inform the PO of any risk of Cost growth beyond the FMPD approved by the SC, or schedule change or performance issues, which cause significant variation from the Project Plan for any Contract for which the Contracting Officer is responsible.
- 6.8. Each Participant's Contracting Agency will insert into its prospective Contracts (and require its Contractors to insert in subcontracts) provisions that satisfy the requirements of this MTEP MOU, including Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of this MTEP MOU, and including export control provisions in accordance with this MTEP MOU, in particular paragraphs 6.9. and 6.10. of this Section. Each Participant's Contracting Agency will negotiate to obtain the rights to use and disclose Information required by Section IX (Disclosure and Use of Information) of this MTEP MOU. During the Contracting process, each Participant will also advise Prospective Contractors of their responsibility to notify immediately their respective Participant's Contracting Agency, before Contract award, if they are subject to any license or agreement that will restrict their Government's freedom to disclose Information or permit its use, and to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.
- 6.9. Each Participant will legally bind its Contractors to a requirement that the Contractor will not retransfer or otherwise use export-controlled Information furnished by the other Participant(s) for any purpose other than the purposes authorized under this MTEP MOU. The Contractor will also be legally bound not to retransfer the export-controlled Information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the Information to the purposes authorized under this MTEP MOU. Export-controlled Information furnished by one Participant under this MTEP MOU may only be retransferred by the other Participant(s) to its Contractors if the legal arrangements required by this paragraph have been established.
- 6.10. Each Participant will legally bind its Prospective Contractors to a requirement that the Prospective Contractor will not retransfer or otherwise use export-controlled Information furnished by another Participant for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under this MTEP MOU. Prospective

Contractors will not be authorized use of export-controlled Information for any other purpose if they are not awarded a Contract. The Prospective Contractors will also be legally bound not to retransfer the export-controlled Information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled Information for the purpose of responding to the solicitation. Export-controlled Information furnished by one Participant under this MTEP MOU may only be retransferred by the other Participant(s) to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing Participant, the receiving Participant will identify its Prospective Contractors and prospective subcontractors receiving such export-controlled Information.

- 6.11. In the event a Participant's Contracting Agency is unable to secure adequate rights to use and disclose Information as required by Section IX (Disclosure and Use of Information) of this MTEP MOU, or is notified by Contractors or Prospective Contractors of any restrictions on the disclosure and use of Information, that Participant's Contracting Agency will refer the matter to the SC, or to the MAs if no SC is established, for resolution.
- 6.12. The PO(s) will promptly advise the other Participant(s)' SC members of any anticipated or actual Cost growth, schedule changes, delay, or performance problems under any Contract for which its Contracting Agency is responsible.
- 6.13. Upon mutual consent, consistent with Section II (Objectives) of this MTEP MOU, a Participant may contract for the unique national requirements of the other Participant(s).

SECTION VII

WORK SHARING

- 7.1. No requirement will be imposed by any Participant for work sharing or other industrial or commercial compensation in connection with this MTEP MOU or applicable PA that is not in accordance with this MTEP MOU or the applicable PA.

SECTION VIII

EQUIPMENT AND MATERIAL TRANSFERS

- 8.1. A Participant may transfer, without charge to the other Participants, such Equipment and Material identified as being necessary for implementing a PA. The PA will provide specific details of any transfer of Equipment and Material. Equipment and Material identified at the time of PA signature will be specified in the PA pursuant to Section X (Equipment and Material Transfer) of Annex A (Model Reciprocal Use of Test Facilities (RUTF) PA) or Section XI (Equipment and Material Transfer) of Annex B (Model Cooperative Test and Evaluation (CTE) PA) to this MTEP MOU. Equipment and Material that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs. Approval for all Equipment and Material Transfers will be in accordance with the national laws, regulations, and policies of the Participants involved.
- 8.2. For E&MTAs concluded consistent with Annex D (Model Equipment and Material Transfer Arrangement (E&MTA)) to this MTEP MOU, each Contributing Participant may transfer, without charge to the other Contributing Participants, Equipment and Material for T&E purposes. Approval for all E&MTAs will be in accordance with national procedures. The receiving Participant of the Equipment and Material, in accordance with the provisions of this MTEP MOU and its national laws, regulations, and policies, will provide without charge the results of any testing or evaluation to the other Contributing Participants, including the final Test Report. Such Equipment and Material will remain the property of the providing Participant.
- 8.3. The providing Participant will make every effort to ensure that the Equipment and Material is furnished in a serviceable and usable condition according to its intended purpose. However, the providing Participant makes no warranty or guarantee of fitness of the Equipment and Material for a particular purpose or use, and makes no commitment to alter, improve, or adapt the Equipment and Material, or any part thereof.
- 8.4. The receiving Participant will maintain any transferred Equipment and Material in good order, repair, and operable condition. Unless the providing Participant has authorized the Equipment and Material to be expended or otherwise consumed without reimbursement to the providing Participant, the receiving Participant will return the Equipment and Material to the providing Participant in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the Cost to restore it. If the transferred Equipment and Material is damaged beyond economical repair, the receiving Participant will return the Equipment and Material to the providing Participant (unless otherwise specified in writing by the providing Participant) and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies. If the Equipment and Material is lost, unintentionally destroyed, damaged beyond economical repair, or stolen while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss to the providing Participant and pay

the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies.

- 8.5. The providing Participant, at its expense, will deliver Equipment and Material to the receiving Participant at a mutually determined location. Possession of, and responsibility for, the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material. Any further transportation responsibility will be specified in the appropriate PA or E&MTA.
- 8.6. All Equipment and Material that is transferred will be used by the receiving Participant only for the purposes of carrying out this MTEP MOU and the applicable PA or E&MTA, unless otherwise consented to in writing by the providing Participant. In addition, in accordance with Section XIII (Third Party Sales and Transfers) of this MTEP MOU, Equipment and Material will not be retransferred to a Third Party without the prior written consent of the providing Participant.
- 8.7. The providing Participant will furnish the receiving Participant such Information as is necessary to enable the Equipment and Material to be used. If the providing and receiving Participants mutually determine that specific training is required for use of Equipment and Material, they will mutually determine the appropriate arrangements for the provision of such training.
- 8.8. The receiving Participant will inspect and inventory the Equipment and Material upon receipt. The receiving Participant will also inspect and inventory the Equipment and Material prior to its return (unless the Equipment and Material is to be expended or consumed).
- 8.9. Upon expiration or termination of the transfer period specified in the PA or the E&MTA (taking into account any extension), the receiving Participant will return the Equipment and Material, at its expense, to the providing Participant at a mutually determined location. Possession of, and responsibility for, the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of its receipt. Any further transportation is the responsibility of the providing Participant.
- 8.10. The receiving Participant will give the providing Participant written notice of consumption or expenditure of Equipment and Material that had been previously approved for such consumption or expenditure by the providing Participant. In the event the intended consumption or expenditure does not occur, the receiving Participant will return the Equipment and Material to the providing Participant as specified in the PA or E&MTA.
- 8.11. The Participants will ensure, by all reasonable means, the protection of Intellectual Property rights in Equipment and Material and any associated documentation.
- 8.12. Each Contributing Participant waives all claims against the other Contributing Participant(s) for damage to, or loss of, jointly acquired or produced Equipment and

Material arising from the performance of official duties. However, if the Contributing Participants mutually decide to repair damaged jointly acquired or produced Equipment and Material in order to complete a CTE PA, the cost of such repair will be shared in the same ratio as Financial and Non-financial Costs are shared in the CTE PA under which it is acquired or produced unless another ratio is mutually determined, in writing, to be equitable. In any case, if the Contributing Participants mutually determine that damage or loss is caused by reckless acts, reckless omission, willful misconduct, or gross negligence (which may or may not be a criminal standard of negligence) of a Contributing Participant, the costs of any liability, including the cost of repairs, will be borne by that Participant.

- 8.13. Any Equipment and Material that is jointly acquired or produced on behalf of the Contributing Participants for use under a CTE PA will be disposed of during the CTE PA, or when the CTE PA expires or is terminated, as approved and directed by the SCs of the Contributing Participants. Jointly acquired or produced Equipment and Material will remain the property of the Contributing Participants in the same ratio as Financial and Non-financial Costs are shared in the CTE PA under which it is acquired or produced. The Contributing Participant who has custody of the jointly acquired or produced Equipment and Material will maintain such jointly acquired or produced Equipment and Material in good order and operable condition, normal wear and tear excepted, unless the Contributing Participants have mutually determined that it may be expended or otherwise consumed by that Contributing Participant in connection with this MTEP MOU and applicable CTE PA.
- 8.14. Mutually determined disposal of jointly acquired or produced Equipment and Material may include a transfer of the interest of one of the Contributing Participants in such Equipment and Material to another Contributing Participant, or the sale or transfer of such Equipment and Material to a Third Party or Non-Contributing Participant, in accordance with Section XIII (Third Party Sales and Transfers) of this MTEP MOU. For the purpose of this paragraph, a Contractor of a MTEP MOU Participant will be considered a Third Party.

SECTION IX

DISCLOSURE AND USE OF INFORMATION

9.1. General

9.1.1. The Participants recognize that successful collaboration depends on full and prompt exchange of Information necessary for carrying out this MTEP MOU. The Participants intend to acquire sufficient Information and rights to use such Information to promote the objectives of this MTEP MOU. The nature and amount of Information to be acquired will be consistent with the objectives stated in Section II (Objectives) and Section III (Scope of Work) of this MTEP MOU and all documents underlying a TEP Activity.

9.1.2. Transfer of Information will be consistent with the furnishing Participant's applicable export control laws and regulations.

9.1.3. The following specific export control provisions will apply to the transfer of Information:

9.1.3.1. Unless otherwise restricted by duly authorized officials of the furnishing Participant at the time of transfer to another Participant, all export-controlled Information furnished by one Participant to another Participant may be retransferred to the other Participant's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the requirements of paragraphs 6.8, 6.9., and 6.10. of Section VI (Contracting Provisions) of this MTEP MOU;

9.1.3.2. Export-controlled Information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Participant's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of another Participant's nation pursuant to this MTEP MOU, subject to the conditions established in licenses or other approvals issued by the government of the furnishing Participant in accordance with its applicable export control laws and regulations;

9.1.3.3. If a Participant finds it necessary to exercise a restriction on the retransfer of export-controlled Information as set out in subparagraph 9.1.3.1. of this Section, it will promptly inform the other Participants. If a restriction is then exercised and the affected Participant objects, that Participant's MA will notify promptly the other Participants' MAs and they will immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects;

9.1.3.4. Notwithstanding the provisions of this MTEP MOU that relate to the protection of Information, particularly Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), and Section XIII (Third Party Sales and Transfers), the specific export control provisions set out in Section VI (Contracting Provisions) and this Section will not apply to transfers of Information among non-U.S. DoD Participants where such exchanges do not include U.S. export-controlled Information; and

9.1.3.5. The Participants will use their best efforts to facilitate timely export authorizations related to the scope of work under this MTEP MOU.

9.2. Information Exchange, WGs, and Familiarization Visits

9.2.1. The disclosure and use provisions that govern Information exchanges, WGs, and familiarization visits authorized in subparagraphs 3.3.2., 3.3.3., and 3.3.4., respectively, of Section III (Scope of Work) of this MTEP MOU, are as follows:

9.2.1.1. Disclosure: Each Participant in a TEP Activity, upon request, will disclose to the other Participant(s) any relevant Information to the TEP Activity, provided that:

9.2.1.1.1. Such Information is necessary to or useful in that TEP Activity, with the furnishing Participant determining whether it is "necessary to" or "useful in" that TEP activity;

9.2.1.1.2. Information subject to Intellectual Property rights may be disclosed only without incurring liability to holders of Intellectual Property rights;

9.2.1.1.3. Disclosure is consistent with national disclosure policies and regulations of the furnishing Participant; and

9.2.1.1.4. Any disclosure or transfer of such Information to Contractors is in accordance with the furnishing Participant's export control laws and regulations.

9.2.1.2. Use: Use of Information will be for information and evaluation purposes only. The receiving Participant(s) will not disclose such Information to Contractors or any other persons, other than its Contractor Support Personnel (or as otherwise specified by the furnishing Participant), or use the Information in any other way without the specific prior written consent of the furnishing Participant.

9.3. RUTF PAs

9.3.1. The following provisions will apply to RUTF PAs:

- 9.3.1.1. A Contributing Participant's use of Foreground Information will be for Defense Purposes and it will retain all its rights of use thereto;
- 9.3.1.2. The Contributing Participant will also retain all its rights of use in the Government Foreground Information generated through a RUTF PA;
- 9.3.1.3. The Performing Participant's use of Foreground Information will be for information and evaluation purposes only. The Performing Participant's use of Background Information will be for Project Purposes. The Performing Participant will not disclose Background Information provided by the Contributing Participant(s) or any Foreground Information to Contractors or any other persons, other than its Contract Support Personnel (or as otherwise specified by the Contributing Participant(s)), without the specific prior written consent of the Contributing Participant(s);
- 9.3.1.4. Prior written permission from the Contributing Participant(s) will be required for any other use by the Performing Participant; and
- 9.3.1.5. If the Contributing Participant(s) require disclosure and use of Information for additional purposes, those purposes will be specified in the Special Provisions section of the RUTF PA.

9.4. CTE PAs and E&MTAs

9.4.1. Government Foreground Information

- 9.4.1.1. Disclosure: All Foreground Information generated by Contributing Participants' military or civilian employees (hereinafter referred to as "Government Foreground Information") will be disclosed promptly and without charge to the other Contributing Participants.
- 9.4.1.2. Use: Each Contributing Participant may use or have used all Government Foreground Information without charge for Defense Purposes. The Contributing Participant generating Government Foreground Information will also retain all its rights of use thereto. Any sale or other transfer to a Third Party will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MTEP MOU.
- 9.4.1.3. If the Contributing Participant(s) require disclosure and use of Information for additional purposes, those purposes will be specified in the Special Provisions section of a CTE PA or E&MTA.

9.4.2. Government Background Information

9.4.2.1. Disclosure: Contributing Participants, upon request, will disclose promptly and without charge to the other Contributing Participant(s) any relevant Background Information generated by their military or civilian employees (hereinafter referred to as "Government Background Information"), provided that:

9.4.2.1.1. Such Government Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the Information determining whether it is "necessary to" or "useful in" the Project;

9.4.2.1.2. Such Government Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed;

9.4.2.1.3. Disclosure of such Government Background Information is consistent with national disclosure policies and regulations of the furnishing Participant; and

9.4.2.1.4. Any disclosure or transfer of such Government Background Information to Contractors is consistent with the furnishing Participant's export control laws and regulations.

9.4.2.2. Use: Government Background Information furnished by one Contributing Participant to the requesting Contributing Participant may be used without charge by or for the requesting Contributing Participant for Project purposes.

9.4.2.2.1. Subject to Intellectual Property rights held by entities other than the Contributing Participants, such Government Background Information may also be used for Defense Purposes by the requesting Contributing Participant, without charge, when such Information is necessary for the use of Foreground Information.

9.4.2.2.2. The furnishing Contributing Participant, in consultation with the other Contributing Participants, will determine whether the Government Background Information is necessary for the use of Foreground Information.

9.4.2.2.3. If the Contributing Participant(s) require disclosure and use of such Government Background Information for additional purposes, those purposes will be specified in the Special Provisions section of the CTE PA or E&MTA.

9.4.2.2.4. The furnishing Contributing Participant will retain all its rights with respect to such Government Background Information.

9.4.3. Contractor Foreground Information

9.4.3.1. Disclosure: Foreground Information generated and delivered by Contractors (hereinafter referred to as "Contractor Foreground Information") will be disclosed promptly and without charge to the Contributing Participants.

9.4.3.2. Use: Contributing Participants may use or have used without charge for Defense Purposes all Contractor Foreground Information generated and delivered by Contractors of the Contributing Participants. The Contributing Participant whose Contractors generate and deliver Contractor Foreground Information will also retain all its rights of use thereto in accordance with the applicable Contracts. Any sale or other transfer to a Third Party of Contractor Foreground Information will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MTEP MOU.

9.4.4. Contractor Background Information

9.4.4.1. Disclosure: A Contracting Participant will make available to the other Contributing Participants promptly and without charge all Background Information generated by Contractors (hereinafter referred to as "Contractor Background Information") that is delivered under Contracts awarded in accordance with this MTEP MOU. Any other Background Information that is generated by Contractors and that is in the possession of one Contributing Participant will be made available promptly and without charge to the other Contributing Participants, upon its request, provided the following conditions are met:

9.4.4.1.1. Such Contractor Background Information is necessary to or useful in the Project, with the Contributing Participant in possession of the Information determining, after consultation with the requesting Contributing Participant, whether it is "necessary to" or "useful in" the Project;

9.4.4.1.2. Such Contractor Background Information may be made available only if the rights of holders of Intellectual Property rights are not infringed;

9.4.4.1.3. Disclosure of such Contractor Background Information is consistent with national disclosure policies and regulations of the furnishing Contributing Participant; and

9.4.4.1.4. Any disclosure or transfer of such Contractor Background Information to Contractors is consistent with the furnishing Contributing Participant's export control laws and regulations.

9.4.4.2. Use: All Contractor Background Information furnished by Contractors in accordance with this MTEP MOU may be used by or for the receiving Contributing Participant, without charge, for Project Purposes subject to any restrictions by holders of Intellectual Property Rights other than the Contributing Participants. However, where such Background Information is necessary for the use of Foreground Information, the Contributing Participant may use the Background Information for Defense Purposes with the Foreground Information, subject to such fair and reasonable terms as may be necessary to be arranged with the Contractor in advance. In the case of Contractor Background Information furnished by Contractors under contracts made outside of this MTEP MOU, the furnishing Contributing Participant, in consultation with the requesting Participant, will determine whether such other Contractor Background Information is necessary for the use of the Foreground Information.

9.4.4.2.1. The furnishing Contributing Participant will retain all its rights with respect to Contractor Background Information.

9.5. Alternative Uses of Information

9.5.1. Any Background Information provided by one Participant will be used by the other Participants only for the purposes set out in this MTEP MOU, unless otherwise consented to in writing by the furnishing Participant.

9.5.2. The prior written consent of each Contributing Participant will be required for the use of Foreground Information for purposes other than those provided for in this MTEP MOU.

9.6. Proprietary Information and Document Marking

9.6.1. All Information that is subject to disclosure and use restrictions with respect to Intellectual Property rights will be identified and marked, and will be handled as Controlled Unclassified Information or as Classified Information, depending on its security classification.

9.6.2. A PSI will contain such provisions as are necessary to ensure the protected communication of Information that is subject to Intellectual Property rights.

9.6.3. Information furnished under this MTEP MOU will be marked to identify that it was furnished under this MTEP MOU or TEP Activity as Background

Information or Foreground Information, as applicable, and also to identify the owner(s) of the Information.

9.7. Inventions and Patents

9.7.1. Each Contributing Participant will include in all of its Contracts for PAs a provision governing the disposition of rights in regard to Inventions and Patent rights relating thereto that either:

9.7.1.1. Provides that the Participant will hold title to all such Inventions together with the right to make Patent applications for the same, free of encumbrance from the Contractor concerned; or

9.7.1.2. Provides that the Contractor will hold title (or may elect to retain title) for such Inventions together with the right to make Patent applications for the same, while securing for the Participants a license for the Inventions, and any Patents thereto, on terms in compliance with the provisions of subparagraph 9.7.2. of this Section.

9.7.2. In the event that a Contractor owns title (or elects to retain title) to any Invention, the Contracting Participant will secure for the other Contributing Participants non-exclusive, irrevocable, royalty-free licenses under all Patents secured for that invention, to practice or have practiced the patented Invention throughout the world for Defense Purposes.

9.7.3. The provisions of subparagraphs 9.7.4. through 9.7.7. of this Section will apply in regard to Patent rights for all Inventions made by the Participants' military or civilian employees, including those within government-owned facilities, and for all Inventions made by Contractors for which the Contracting Participant holds title or is entitled to acquire title.

9.7.4. When a Contributing Participant has or can secure the right to file a Patent application with regard to an Invention, that Participant will consult with the other Contributing Participants regarding the filing of such Patent application. The Contributing Participant that has or receives title to such Invention will, in other countries, file, cause to be filed, or provide the other Contributing Participants with the opportunity to file on behalf of the Participant holding title, Patent applications covering that Invention. A Participant will immediately notify the other Contributing Participants that a Patent application has been filed. If a Participant, having filed or caused to be filed a Patent application, abandons prosecution of the application or ceases maintaining the Patent granted or issued on the application, that Participant will notify the other Contributing Participants of that decision and permit the other Contributing Participants to continue the prosecution or maintain the Patent as the case may be.

- 9.7.5. Each Contributing Participant will be furnished with copies of Patent applications filed and Patents granted with regard to Inventions.
- 9.7.6. Each Participant will grant to the other Contributing Participants a non-exclusive, irrevocable, royalty-free license under its Patents for Inventions, to practice or have practiced the Invention throughout the world for Defense Purposes.
- 9.7.7. Patent applications to be filed, or assertions of other Intellectual Property rights, under this MTEP MOU that contain Classified Information will be protected and safeguarded in a manner no less stringent than the requirements set forth in the applicable international agreements and arrangements between the Contributing Participants and the Contributing Participants' laws and regulations.
- 9.8. Each Participant will notify the other Contributing Participants of any Intellectual Property infringement claims brought against that Participant arising in the course of work performed under any TEP Activity on behalf of the other Contributing Participants. Insofar as possible, the other applicable Participants will provide Information available to them that may assist in defending such claims. Each Participant will be responsible for handling such Intellectual Property infringement claims brought against it, and will consult with the other Contributing Participants during the handling, and prior to any settlement, of such claims. The Contributing Participants will share the Costs of resolving such Intellectual Property infringement claims in proportion to their Financial and Non-financial Costs for that work specified in a CTE PA. The Participants will share the costs of resolving Intellectual Property infringement claims in other TEP Activities in a manner they mutually determine in writing to be equitable at the time the infringement claim is resolved.
- 9.9. The Participants will, as permitted by their national laws, regulations, and policies, give their authorization and consent for all use and manufacture in the course of work performed under a Project of any Invention covered by Patent. Further, the Participants will, as permitted by their national laws, regulations, and policies, give their authorization and consent for all use in the course of work performed under a TEP Activity of non-commercial copyright granted or otherwise provided by their respective countries.

SECTION X

CONTROLLED UNCLASSIFIED INFORMATION

- 10.1. Except as otherwise provided in this MTEP MOU or as authorized in writing by the originating Participant, Controlled Unclassified Information provided or generated pursuant to this MTEP MOU and any of its TEP Activities will be controlled as follows:
 - 10.1.1. Such Information will be used only for the purposes authorized according to Section IX (Disclosure and Use of Information) of this MTEP MOU;
 - 10.1.2. Access to such Information will be limited to personnel whose access is necessary for the permitted use under subparagraph 10.1.1. of this Section, and will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MTEP MOU; and
 - 10.1.3. Each Participant will take all appropriate lawful steps available to it to keep such Information free from further disclosure (including requests under any legislative provisions), except as provided in subparagraph 10.1.2. of this Section, unless the originating Participant consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Information may have to be further disclosed under any legislative provision, immediate notification will be given to the originating Participant.
- 10.2. To assist in providing the appropriate controls, the originating Participant will ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Participants' export-controlled Information will be marked in accordance with the applicable Participant's export control markings as documented in a PSI. The Participants will also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in a PSI.
- 10.3. Controlled Unclassified Information provided or generated pursuant to this MTEP MOU or any of its TEP Activities will be handled in a manner that ensures control as provided for in paragraph 10.1. of this Section.
- 10.4. Prior to authorizing the release of Controlled Unclassified Information to Contractors, the Participants will ensure the Contractors are legally bound to control such Information in accordance with the provisions of this Section.

SECTION XI

VISITS TO ESTABLISHMENTS

- 11.1. Each Participant will permit visits to its Government establishments, agencies and laboratories, and Contractor industrial facilities by employees of the other Participants or by employees of the other Participants' Contractors, provided that the visit is authorized by the Participants and the employees of both have the necessary and appropriate security clearances and a need-to-know.
- 11.2. All visiting personnel will be required to comply with security regulations of the hosting Participant. Any Information disclosed or made available to visiting personnel will be treated as if supplied to the Participant sponsoring the visiting personnel, and will be subject to the provisions of this MTEP MOU.
- 11.3. Requests for visits by personnel of a Participant to a facility of another Participant will be coordinated through official channels, and will conform to the established visit procedures of the hosting Participant. Requests for visits will bear the name of this MTEP MOU and the name of the Project, proposed Project, or applicable TEP Activity.
- 11.4. Lists of personnel of each Participant required to visit, on a continuing basis, facilities of another Participant will be submitted through official channels in accordance with recurring international visit procedures.

SECTION XII

SECURITY

- 12.1. All Classified Information provided or generated pursuant to this MTEP MOU, or any of its TEP Activities, will be used, stored, handled, transmitted, safeguarded, and disposed of in accordance with applicable international agreements and arrangements between the Participants and the Participants' national security laws and regulations.
- 12.2. Classified Information will be transferred only through official government-to-government channels or through channels approved by the DSAs of the Participants. Such Classified Information will bear the level of classification and denote the country of origin, the provisions of release, and the fact that the Information relates to this MTEP MOU or any TEP Activities.
- 12.3. Each Participant will take all appropriate lawful steps available to it to ensure that Classified Information provided or generated pursuant to this MTEP MOU or any TEP Activity is protected from further disclosure, except as permitted by this Section, unless the other Participant(s) consents to such disclosure. Accordingly, each Participant will ensure that the recipient(s):
 - 12.3.1. Will not release the Classified Information to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Participant in accordance with the procedures set forth in Section XIII (Third Party Sales and Transfers) of this MTEP MOU;
 - 12.3.2. Will not use the Classified Information for other than the purposes provided for in this MTEP MOU and the TEP Activity under which the Classified Information was transferred or generated; and
 - 12.3.3. Will comply with any distribution and access restrictions on Classified Information that are provided under this MTEP MOU and the TEP Activity under which the Classified Information was transferred or generated.
- 12.4. The Participants will investigate all cases in which it is known or when there are grounds for suspecting that Classified Information provided or generated pursuant to this MTEP MOU or any TEP Activities has been lost or disclosed to unauthorized persons. Each Participant also will promptly and fully inform the other Participants of the details of any such occurrence, and of the final results of the investigation and of the corrective action taken to preclude recurrence.
- 12.5. The Participants will prepare an overarching PSI and CG for all cooperation under this MTEP MOU. The overarching PSI and CG will be forwarded to the Participants' DSAs for approval. PA POs and E&MTA points of contact may prepare a PSI and a CG for their respective PAs or E&MTAs, as necessary, on a case-by-case basis. PSIs and CGs will describe the methods by which Information will be classified, marked, used,

transmitted, safeguarded, and disposed of, and will require that markings for all export-controlled Information also include the applicable export control markings identified in the PSI in accordance with paragraph 10.2. of Section X (Controlled Unclassified Information) of this MTEP MOU. The PSI and CG will be developed by the POs or points of contact, as applicable, within three months after the PA or E&MTA enters into effect. The PSI and CG will be reviewed and forwarded by the MAs to the Participants' DSAs for approval and will be applicable to all government and Contractor personnel participating in the PA or E&MTA. CGs will be subject to regular review and revision with the aim of downgrading the classification whenever this is appropriate. All PSIs and CGs will be approved by the appropriate DSAs prior to the transfer of any Classified Information or Controlled Unclassified Information.

- 12.6. The DSA of a Contributing Participant that awards a classified Contract will assume responsibility for administering within its territory security measures for the protection of the Classified Information, in accordance with its national laws, regulations, and policies. Prior to the release to a Contractor, Prospective Contractor, or subcontractor of any Classified Information received for this MTEP MOU, or any TEP Activities, the DSAs or their designees will:
 - 12.6.1. Ensure that such Contractor, Prospective Contractor, or subcontractor (and their facilities) have the capability to protect the Classified Information adequately;
 - 12.6.2. Grant a security clearance to the facilities, if appropriate;
 - 12.6.3. Grant a security clearance for all personnel with duties that require access to Classified Information, if appropriate;
 - 12.6.4. Ensure that all persons having access to the Classified Information are informed of their responsibilities to protect the Classified Information in accordance with national security laws and regulations and the provisions of this MTEP MOU;
 - 12.6.5. Carry out periodic security inspections of cleared facilities to ensure that the Classified Information is properly protected; and
 - 12.6.6. Ensure that access to the Classified Information is limited to those persons who have a need-to-know for the purposes of this MTEP MOU or any TEP Activities.
- 12.7. Contractors, Prospective Contractors, or subcontractors that are determined by DSAs to be under financial, administrative, policy, or management control of nationals or entities of a Third Party, may participate in a Contract or subcontract requiring access to Classified Information provided or generated pursuant to this MTEP MOU only when enforceable measures are in effect to ensure that nationals or other entities of a Third Party will not have access to Classified Information. If enforceable measures are not in effect to preclude access by nationals or other entities of a Third Party, the furnishing Contributing Participant, or in the case of Information generated pursuant to this MTEP

MOU, the Contributing Participants, will be consulted for approval prior to permitting such access.

- 12.8. For any facility in which Classified Information is to be used, the responsible Participant or Contractor will approve the appointment of an official or officials to exercise effectively the responsibilities for safeguarding at such facility the Classified Information pertaining to this MTEP MOU or any TEP Activity. These officials will be responsible for limiting access to Classified Information provided or generated pursuant to this MTEP MOU or any TEP Activities to those persons who have been properly approved for access and have a need-to-know.
- 12.9. Each Participant will ensure that access to Classified Information is limited to those persons who possess requisite security clearances and have a specific need for access to the Classified Information in order to participate in any TEP Activity.
- 12.10. Information exchanged or generated under this MTEP MOU may be classified as high as SECRET. However, Information exchanged or generated pursuant to a TEP Activity may, on a case-by-case basis, be classified as high as TOP SECRET if such exchange is sufficiently justified and processed and approved in accordance with the national disclosure policies and procedures of the Participants. The classification of the existence of any PA, E&MTA, or WG and its contents will be stated in that PA, E&MTA, or TOR.
- 12.11. The existence of this MTEP MOU is UNCLASSIFIED and its contents are UNCLASSIFIED.

SECTION XIII

THIRD PARTY SALES AND TRANSFERS

- 13.1. Except to the extent permitted in paragraphs 13.2. and 13.3. of this Section, the Participants will not sell, transfer title to, disclose, or transfer possession of Foreground Information (or any item produced either wholly or in part from Foreground Information) or jointly acquired or produced Equipment and Material, to any Third Party or Non-Contributing Participant without the prior written consent of the Government(s) of the Participants in the TEP Activity under which that Foreground Information (or any item produced either wholly or in part from Foreground Information) or jointly acquired or produced Equipment and Material was acquired or produced. Furthermore, no Contributing or Performing Participant to that TEP Activity will permit any such sale, disclosure, or transfer, including by the owner of the item, without the prior written consent of the Government(s) of the Participant(s) in the TEP Activity under which that Foreground Information (or any item produced either wholly or in part from Foreground Information), or jointly acquired or produced Equipment and Material was acquired or produced. Such consent will not be given unless the Government of the intended recipient consents in writing with the Participants that it will:
 - 13.1.1. Not retransfer, or permit the further retransfer of, any Equipment and Material or Foreground Information provided; and
 - 13.1.2. Use, or permit the use of, the Equipment and Material or Foreground Information provided only for the purposes specified by the Participants of that TEP Activity.
- 13.2. Each Contributing Participant to a RUTF PA will retain the right to sell, transfer title to, disclose, or transfer possession of Foreground Information generated on behalf of the Contributing Participant(s), where that Foreground Information does not include any Foreground Information or Background Information of another Participant, and whose generation, test, or evaluation has not relied on the use of Equipment and Material of another Participant.
- 13.3. Each Contributing Participant in CTE PAs and E&MTAs will retain the right to sell, transfer title to, disclose, or transfer possession of Foreground Information:
 - 13.3.1. Generated solely by that Contributing Participant or that Contributing Participant's Contractors in the performance of that Contributing Participant's work allocation under Section III (Scope of Work) of a TEP Activity;
 - 13.3.2. That does not include any Foreground Information or Background Information of another Participant; and
 - 13.3.3. Whose generation, test, or evaluation has not relied on the use of Equipment and Material of another Participant.

- 13.4. In the event that questions arise as to whether the Foreground Information (or any item produced either wholly or in part from the Foreground Information) that a Participant intends to sell, transfer title to, disclose, or transfer possession of to a Third Party or a Non-Contributing Participant, is within the scope of paragraphs 13.2. or 13.3. of this Section, the matter will be brought to the immediate attention of the other Contributing Participants. The Contributing Participants will resolve the matter prior to any sale or other transfer of such Foreground Information (or any item produced either wholly or in part from the Foreground Information) to a Third Party or Non-Contributing Participant.
- 13.5. A Participant will not sell, transfer title to, disclose, or transfer possession, grant, donate, or transfer usage rights of Equipment and Material or Background Information provided by another Participant without the prior written consent of the Government of the Participant that provided such Equipment and Material or Background Information. The furnishing Participant's Government will be solely responsible for authorizing such transfers and, as applicable, specifying the method and provisions for implementing such transfers.
- 13.6. Sales and other transfers of jointly acquired or produced Equipment and Material or Foreground Information generated in a TEP Activity may attract a levy to be shared as mutually determined by the Contributing Participants. Prior to any such sales or transfers, the amounts of any levy and the procedure for assessing and distributing such levy will be mutually determined by the Contributing Participants consistent with the laws, regulations, and policies of each Contributing Participant. Any Contributing Participant may reduce the assessment of its share of the levy.
- 13.7. Any sale, transfer, or disclosure to a Participant who is not a Contributing Participant (including a Performing Participant in a RUTF PA) will be subject to the provisions of this Section.

SECTION XIV

LIABILITY AND CLAIMS

- 14.1. For liability arising out of, or in connection with, TEP Activities undertaken in the performance of official duty in the execution of this MTEP MOU, the following provisions will apply:
 - 14.1.1. Claims against a Participant or its military or civilian personnel will be dealt with in accordance with the terms of applicable multilateral or bilateral agreements or arrangements of the Participants.
 - 14.1.2. For those claims for which multilateral or bilateral agreements or arrangements do not apply, the following will apply:
 - 14.1.2.1. With the exception of the claims for loss of or damage to Project Equipment and Material, which are addressed in Section VIII (Equipment and Material Transfers) of this MTEP MOU, each Participant waives all claims against the other Participants for injury to or death of its military or civilian personnel and for damage to or loss of its property (including its interest in jointly acquired or produced Equipment and Material) caused by such personnel or another Participant. However, if the Participants mutually determine that such injury, death, damage, or loss results from reckless acts or reckless omissions, willful misconduct or gross negligence (which may or may not amount to a criminal standard of negligence) of a Participant's military or civilian personnel, the costs of any liability will be borne by that Participant alone; and
 - 14.1.2.2. Claims from any other persons (either individuals or entities) for injury, death, damage or loss of any kind caused by one of the Participants' military or civilian personnel will be processed by the most appropriate Participant, as mutually determined by the Participants. Any Costs determined to be owed to the claimant will be borne by the Participants in the same ratios as their Financial and Non-financial Costs as specified in the relevant CTE PA from which the claim arose. For such claims resulting from other TEP Activities, the Participants will consult and mutually determine in writing an equitable sharing of the Cost of such claims. However, if the Participants mutually determine that such injury, death, damage, or loss results from the reckless acts or reckless omissions, willful misconduct or gross negligence (which may or may not amount to a criminal standard of negligence) of a Participant's military or civilian personnel, the costs of any liability will be borne by that Participant alone.
- 14.2. If a person or entity, other than the Participants' military or civilian personnel, damages jointly acquired or produced Equipment and Material, and the cost of making good such damage is not recoverable from such person or entity, such cost will be borne by the

Participants in the same ratios as their Financial and Non-financial Costs as specified in the relevant CTE PA for the work for which the jointly acquired or produced Equipment and Material was obtained.

- 14.3. Claims arising under any Contract awarded under a PA or E&MTA will be resolved in accordance with the provisions of that Contract.
- 14.4. Employees and agents of Contractors are not considered civilian personnel of a Participant for the purposes of this Section.
- 14.5. The Participants acknowledge that the costs of claims under this MTEP MOU may be over and above their share of the total Costs set out in a CTE PA and will be shared on an equitable basis in accordance with Section XIV (Liability and Claims) of this MTEP MOU.

SECTION XV

CUSTOMS DUTIES, TAXES, AND SIMILAR CHARGES

- 15.1. Customs duties, import and export taxes, and similar charges will be administered in accordance with each Participant's respective laws and regulations. Insofar as existing national laws, regulations, and policies permit, the Participants will endeavor to ensure that such readily identifiable customs duties, import and export taxes, and similar charges, as well as quantitative or other restrictions on imports and exports, are not imposed in connection with work carried out pursuant to any TEP Activity under this MTEP MOU.
- 15.2. Each Participant will use its best efforts to ensure that customs duties, import and export taxes, and similar charges are administered in a manner favorable to the efficient and economical conduct of the work pursuant to any TEP Activity under this MTEP MOU. If any such customs duties, import and export taxes, or similar charges are levied, the Participant in whose country they are levied will bear such costs over and above that Participant's shared Costs of the TEP Activity conducted under this MTEP MOU.
- 15.3. If, in order to comply with European Union (EU) regulations, it is necessary to levy duties, then these will be met by the EU member end recipient. To this end, equipment coming from outside the EU will proceed to its final destination accompanied by the relevant customs document enabling settlement of duties to take place. The duties will be paid by the EU member as an additional cost over and above that EU Participant's shared Cost of the TEP Activity.

SECTION XVI

SETTLEMENT OF DISPUTES

- 16.1. Disputes between or among the Participants arising under or relating to this MTEP MOU, including any of its TEP Activities, will be resolved only by consultation between or among the Participants in this MTEP MOU or the relevant TEP Activity, as applicable, and will not be referred to any national or international court or tribunal, or to any other person or entity for settlement.

SECTION XVII

AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

- 17.1. All activities of the Participants under this MTEP MOU will be carried out in accordance with their respective national laws, regulations, and policies, including their export control laws and regulations. The responsibilities of the Participants, with the exception of those responsibilities regarding the security of Information and protection of Intellectual Property rights, will be subject to the availability of funds for such purposes.
- 17.2. In the event of a conflict between the provisions of this MTEP MOU and any PA, E&MTA, or WG TOR established under this MTEP MOU, the provisions of this MTEP MOU will prevail.
- 17.3. This MTEP MOU, or any PA or E&MTA under this MTEP MOU, may be amended by the mutual written consent of the Participants, or the Contributing and Performing Participants, as applicable. WG TOR under this MTEP MOU may also be amended by the written approval of the MAs, provided that any such amendment is consistent with this MTEP MOU. Annex E (Model Working Group Terms of Reference) to this MTEP MOU may also be amended by the written approval of the MAs, provided that any such amendment is consistent with this MTEP MOU.
- 17.4. This MTEP MOU may only be terminated by the mutual written consent of all Participants. Any PA or E&MTA under this MTEP MOU may be terminated at any time by the mutual written consent of the Participants in that TEP Activity. Any WG TOR may be terminated by the MAs participating in that WG. In the event the Participants consent to terminate this MTEP MOU, or any PA, E&MTA, or WG TOR under this MTEP MOU, the Participants (or Contributing and Performing Participants, as applicable) will consult prior to the date of termination to ensure termination on the most economical and equitable terms. Termination of this MTEP MOU will result in the termination of all TEP Activities, including all PAs, E&MTAs, and WGs under this MTEP MOU.
- 17.5. In the event of termination of this MTEP MOU or any TEP Activity under this MTEP MOU, the following rules apply:
 - 17.5.1. Each Participant will continue its participation, financial or otherwise, under this MTEP MOU and any TEP Activities in which it is participating, up to the effective date of termination of this MTEP MOU or the relevant TEP Activity;
 - 17.5.2. Each Participant will be responsible for its own Costs associated with the termination of this MTEP MOU, including a PA or an E&MTA under this MTEP MOU. Notwithstanding this, for Contracts awarded on behalf of the Contributing Participants to a CTE PA, the Contributing Participants will share any Costs incurred by a Contracting Participant in terminating a Contract

awarded on their behalf in the proportions of their Financial and Non-financial Cost contributions to the CTE PA. For RUTF PAs, the Contributing and Performing Participants will share in the Costs of terminating the services to be provided, as mutually determined. However, in no event will the Contributing Participants' total Costs, including Contract termination Costs, exceed the Contributing Participants' total Cost ceiling or estimate, as applicable, as established in the PA being terminated. Each Contributing Participant to such a PA will pay its equitable share of such Costs in advance of the time such payment, damages, or Costs are due;

- 17.5.3. All Information and rights therein received under this MTEP MOU prior to termination of this MTEP MOU, will be retained by the Participants, subject to the provisions of this MTEP MOU. All Information and rights therein received under a TEP Activity under this MTEP MOU, prior to termination of that TEP Activity, will be retained by the Participants to that TEP Activity, subject to the provisions of this MTEP MOU and respective TEP Activity;
 - 17.5.4. Additional PA or E&MTA termination provisions consistent with this Section may be established in a PA or an E&MTA under this MTEP MOU; and
 - 17.5.5. Each Contributing or Performing Participant will make available to the other Contributing Participants all Foreground Information generated by that Contributing or Performing Participant and its Contractors prior to termination.
- 17.6. A Participant's participation in this MTEP MOU will cease upon one hundred eighty (180) days written notification of its intent to withdraw to the other Participant(s). A Participant's withdrawal from this MTEP MOU constitutes its withdrawal from all TEP Activities. Such notification will be the subject of immediate consultation among the Participants to decide upon the appropriate course of action. A Performing or Contributing Participant's participation in a RUTF PA, a CTE PA, or an E&MTA will cease upon ninety (90) days written notice of withdrawal to the other PA or E&MTA Participants. Participants may withdraw from a WG at any time. In the event of such withdrawal from this MTEP MOU or from a TEP Activity, the following will apply:
- 17.6.1. A withdrawing Participant will be responsible for its own costs associated with its withdrawal from this MTEP MOU or a TEP Activity;
 - 17.6.2. Notwithstanding the provisions of subparagraph 17.6.1., in no event will the withdrawing Contributing Participants' total Costs, including Contract termination or modification costs, exceed the withdrawing Contributing Participants' total Cost ceiling as established in the CTE PA from which it is withdrawing. The remaining Contributing Participants will immediately consult with a view to amending the CTE PA and continuing the Contract. Each remaining Contributing Participant to that CTE PA will pay its equitable share of any additional costs beyond those of the withdrawing Participant's total Cost ceiling in the proportions of their Financial and Non-financial Cost

contributions to the CTE PA. Each Contributing Participant to that CTE PA will pay its equitable share of such costs in advance of the time such payments, damages, or costs are due;

- 17.6.3. A withdrawing Participant from this MTEP MOU or a TEP Activity will continue participation, financial or otherwise, up to the effective date of withdrawal;
 - 17.6.4. The remaining Participants will decide whether they will continue to execute this MTEP MOU or any TEP Activities in which they are a Participant on the basis of the reduced participation or will terminate this MTEP MOU or its TEP Activities. To facilitate such continuation of either this MTEP MOU or any TEP Activity on the basis of reduced participation, an amendment to the MTEP MOU and/or an amendment to the TEP Activity will be concluded;
 - 17.6.5. All Information and rights therein received under the provisions of any TEP Activity prior to withdrawal will be retained by the Participants in that TEP Activity, subject to the provisions of this MTEP MOU and the relevant TEP Activity; and
 - 17.6.6. Each Participant in a TEP Activity will make available to the other Participants in that TEP Activity all Foreground Information generated by that Participant and its Contractors prior to withdrawal.
- 17.7. The respective rights and responsibilities of the Participants regarding Section VIII (Equipment and Material Transfer), Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), Section XIV (Liability and Claims), Section XVI (Settlement of Disputes), and this Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) will continue to apply notwithstanding withdrawal from this MTEP MOU or any of its PAs or E&MTAs, or termination or expiration of this MTEP MOU or any of its PAs or E&MTAs.
 - 17.7.1. Notwithstanding withdrawal from, expiration of, or termination of this MTEP MOU or any relevant PA, or E&MTA, the Participants will remain responsible for any expense incurred, or entitled to any payments outstanding, up to the point of withdrawal from, expiration of, or termination of this MTEP MOU or any relevant PA, or E&MTA, until such time as the payments are settled.
- 17.8. This MTEP MOU, which consists of an Introduction, seventeen (17) Sections, and five (5) Annexes, will enter into effect on the date of the first two signatures, and will remain in effect for twenty-five (25) years unless terminated by the Participants. For each subsequent Participant, this MTEP MOU will enter into effect upon signature.

The foregoing MTEP MOU represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, upon the matters referred to herein.

MTEP MOU signed, in five copies, in the English language.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

Signature

Lieutenant General John Caligari

Name

Chief, Capability Development Group

Title

22 APRIL 2015

Date

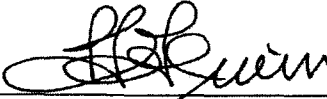
RUSSELL OFFICES, ACT, AUSTRALIA

Location

The foregoing MTEP MOU represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, upon the matters referred to herein.

MTEP MOU signed, in five copies, in the English language.

FOR THE DEPARTMENT OF NATIONAL
DEFENCE OF CANADA



Signature

Mr. Patrick T. Finn

Name

Assistant Deputy Minister (Materiel)

Title

19 August 2015

Date

Ottawa, Canada

Location

The foregoing MTEP MOU represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, upon the matters referred to herein.

MTEP MOU signed, in 5 copies, in the English language.

FOR THE NEW ZEALAND
DEFENCE FORCE



Signature

Commodore John Martin, RNZN

Name
Assistant Chief of Defence Force (Capability)

Title

5 June 2015

Date

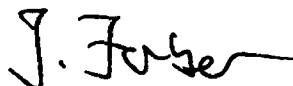
Wellington

Location

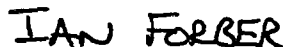
The foregoing MTEP MOU represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, upon the matters referred to herein.

MTEP MOU signed, in 5 copies, in the English language.

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND



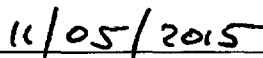
Signature



Name



Title



Date



Location

The foregoing MTEP MOU represents the understandings reached among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, upon the matters referred to herein.

MTEP MOU signed, in 5 copies, in the English language.

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA



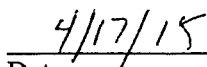
Signature

Dr. J. Michael Gilmore

Name

Director, Operational Test and Evaluation

Title



Date

Washington, DC

Location

ANNEX A - MODEL

RECIPROCAL USE OF TEST FACILITIES PROJECT ARRANGEMENT
(No. XX-XX-YYYY-Num*)

BETWEEN *(or AMONG)*

(Delete non-participating PARTICIPANTS)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

THE SECRETARY OF STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

(Full name of project)

(SHORT TITLE: *of project*)

** Where XX = two letter code for names of Contributing and Performing Participants; YYYY = projected year of entry into effect; and Num is a sequential number.*

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SECTION	PAGE
INTRODUCTION	
I DEFINITIONS AND ACRONYMS (<i>optional</i>)	
II TEST AND EVALUATION (T&E) OBJECTIVES	
III SCOPE OF WORK	
IV ESTIMATED TEST SCHEDULE	
V MANAGEMENT	
VI FINANCIAL PROVISIONS	
VII CONTRACTING PROVISIONS (<i>optional</i>)	
VIII LEVEL OF CLASSIFICATION	
IX PRINCIPAL ORGANIZATIONS INVOLVED	
X EQUIPMENT AND MATERIAL TRANSFERS (<i>optional</i>)	
XI SPECIAL PROVISIONS	
XII AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION	
APPENDIX 1 COST ESTIMATE MODEL	

INTRODUCTION

This Reciprocal Use of Test Facilities (RUTF) Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning Multinational Test and Evaluation Program (MTEP) Cooperation (the MTEP MOU), which entered into effect on _____ (*insert effective date of the MOU*) and remains in effect through _____, the provisions of which are hereby incorporated by reference.

The Contributing Participant(s) to this RUTF PA is/are: (*list Contributing Participant(s) to this RUTF PA*).

The Performing Participant(s) to this RUTF PA is/are: (*list the Performing Participant(s) to this RUTF PA*).

Drafting guidance: Throughout the RUTF PA, delete those Participants who are not Contributing or Performing Participants. Adapt the PA to use plurals or singular reference to Participants where necessary.

SECTION I

DEFINITIONS AND ACRONYMS

Drafting guidance: In addition to the two definitions below, include only those definitions pertinent to this RUTF PA that have not been defined in the MTEP MOU. Abbreviations and acronyms will be noted after first use within the body of the RUTF PA.

For ease of reference, the following definitions from the MTEP MOU are particularly pertinent to this RUTF PA:

Project Closure Report	A report written by the Performing Participant's Project Officer (PO) (for RUTF PAs) for the Contributing and Performing Participants' Management Agents (MAs) at the end of the Project identifying Project completion, major benefits, deficiencies in completing the Project, and reconciliation of financials.
Test Report	The final report of the test agency documenting results of data gathering and analysis, achievement of the test objectives, conclusions, and recommendations.

(Include where necessary) Other definitions pertinent to this RUTF PA are:

SECTION II

TEST AND EVALUATION (T&E) OBJECTIVES

- 2.1. The objectives of this RUTF PA are to *(evaluate, validate, verify, certify, etc.)*.

SECTION III

SCOPE OF WORK

- 3.1. Test Description:

(Include any Contributing and Performing Participant-provided test personnel, Equipment and Material, or other assistance in this Section.)

- 3.1.1. System under test will be exposed to *(provide adequate general detail)*
_____.

- 3.1.2. Testing environment will simulate _____.

- 3.2. Test Facility Services:

(Outline the tasks and services to be provided by the Performing Participant.)

The following TEP Activities will be performed by _____ *(insert name of Performing Participant's office or Test Facility)* during a period of up to _____ days/weeks during _____.

The following support will be provided by the Performing Participant:

(For example: Technical and analytical assistance, consultation for preparation of the test plan, qualified personnel to conduct the T&E, and any other specified support to the Contributing Participant.)

- 3.3. Test Reporting:

(Identify the required reports and timeline by which these reports are to be provided by the Performing Participant.)

SECTION IV

ESTIMATED TEST SCHEDULE

(Note: Procedural details of the test plan can be described in a separate document.)

- 4.1. Day/Week/Month 1(dates):

- 4.1.1. *(List of activities to occur)*
- 4.2. Day/Week/Month 1(dates):
 - 4.2.1. *(List of activities to occur)*
- 4.3. Day/Week/Month 1(dates):
 - 4.3.1. *(List of activities to occur)*
- 4.4. The dates and duration of the test are subject to change, within the stated duration of this RUTF PA, by the POs. The POs will keep each other, and their respective MAs informed of potential schedule changes, delays or cancellations.
- 4.5. A Project Closure Report will be written by the Performing Participant's PO and transmitted to the Contributing Participants POs and MAs of the Contributing and Performing Participants no later than six months prior to the expiration of this RUTF PA.

SECTION V

MANAGEMENT

Drafting guidance: Identify from the list below the Contributing and Performing Participants' POs and financial points of contact. Delete Participants that are not participating.

- 5.1. The POs and financial points of contact (POCs) are:

ADOD PO	Title/Position _____ Organization _____ Mail Address _____ Phone and Fax _____ Email _____
ADOD Financial POC	Title/Position _____ Organization _____ Mail Address _____ Phone and Fax _____ Email _____
CA DND PO	Title/Position _____ Organization _____ Mail Address _____ Phone and Fax _____ Email _____

CA DND Financial POC Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

NZDF PO Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

NZDF Financial POC Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

UK MOD PO Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

UK MOD Financial POC Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

U.S. DoD PO Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

U.S. DoD Financial POC Title/Position _____
Organization _____
Mail Address _____
Phone and Fax _____
Email _____

5.2. Project offices will be established in _____ (*name of AS location if applicable*),
in _____ (*name of CA location if applicable*), in _____ (*name of NZ location if*
applicable), in _____ (*name of UK location if applicable*), and in _____ (*name of*
U.S. location if applicable).

5.3. The POs will be responsible for management of those tasks listed as national responsibilities in Section III (Scope of Work) of this RUTF PA. Direct liaison between POs is authorized. The POs, as appropriate, may develop a Project Plan for MA (or SC if one is established) approval.

5.4. Particular Management Procedures:

Drafting guidance: Mention only those additional management responsibilities not covered under Section IV (Management (Organization and Responsibility)) of the MTEP MOU.

5.4.1. Command, Control, Safety, and Security Considerations:

The Performing Participant will retain command and control over all facilities, personnel, equipment, and support units. Both the Performing Participants and the Contributing Participant(s) will adhere to the Performing Participant's standard operating procedures regarding command, control, safety, and security, except where mutually determined otherwise in writing. In accordance with Section XII (Security) of the MTEP MOU:

5.4.1.1. The Performing Participant and Contributing Participant(s) are responsible for security of all publications and reference material.

5.4.1.2. The Performing Participant is responsible for the security of the test site materials and publications.

5.4.1.2. The POs will coordinate security requirements prior to all classified testing.

5.5. Upon completion of the test, the Performing Participant will provide detailed test plans and all Test Reports to the Contributing Participant(s) in accordance with this RUTF PA.

SECTION VI

FINANCIAL PROVISIONS

Drafting guidance: Mention only Costs designated for each Contributing Participant.

6.1. The Cost estimate for performance of the tasks under this RUTF PA is _____ (*insert amount in the currency of the Performing Participant*) at _____ (*insert date*). The Cost estimate will follow the Cost Estimate Model at Appendix 1 to this RUTF PA.

6.2. In no event will the Performing Participant exceed this Cost estimate without the prior written consent of the Contributing Participant(s). If the Performing Participant has reason to believe that this Cost estimate will be exceeded, the Performing Participant will immediately notify the Contributing Participant(s) and will set forth a new Cost estimate together with supporting documentation. The Participants will consult as soon as possible regarding the action to be taken in view of the revised Cost estimate.

6.3. The Performing Participant will submit a request for payment to the Contributing Participant(s) at least sixty (60) days in advance of the test requiring payment of the estimated Cost. The Contributing Participant(s) will review the request for payment and respond with payment no later than fifteen (15) days prior to the scheduled commencement of the test. The test effort will not commence until the funds are received.

(The Participants may adjust the time periods as necessary for each test.)

6.4. The Performing Participant will provide a final statement of account to the Contributing Participant(s), which details the actual Costs incurred and payments received from the Contributing Participant(s). After completing review of the final statement of account, the Contributing and Performing Participants will reconcile the account and make any final payments. All final payments will be made prior to withdrawal from, termination of, or expiration of this RUTF PA.

6.5. The Financial POC for the Performing Participant will provide all financial details for payment no later than thirty (30) days prior to the commencement of the test. Requests for payment will contain the following information:

- Date
- PA Number
- Invoice ID
- Financial Manager's Contact Information
- Financial Coding
- Invoice Total
- Receiving Bank Name
- Receiving Bank Routing Number
- Receiving Bank Account Number

SECTION VII

CONTRACTING PROVISIONS

Drafting guidance: Insert any special Contract provisions that are needed to supplement the standard provisions contained in the MTEP MOU. Such "special" contract provisions must be in accordance with the provisions of the MTEP MOU and this RUTF PA.

If the RUTF PA does not involve any Contracting, this Section will be removed from the RUTF PA, and remaining Sections renumbered.

SECTION VIII

LEVEL OF CLASSIFICATION

Drafting guidance: Select one of the four following possibilities for paragraph 8.1.:

- 8.1. No Classified Information will be exchanged under this RUTF PA.
- 8.1. The highest level of Classified Information exchanged under this RUTF PA is Confidential. ***Drafting Guidance: This option is not available if the UK is participating***
- 8.1. The highest level of Classified Information exchanged under this RUTF PA is Secret.
- 8.1. The highest level of Classified Information exchanged under this RUTF PA is Top Secret.
- 8.2. The existence of this RUTF PA is ***[insert classification]*** and its contents are ***[insert classification]***.

SECTION IX

PRINCIPAL ORGANIZATIONS INVOLVED

Drafting guidance: List the Test Facilities and other organizations of the Contributing and Performing Participants.

SECTION X

EQUIPMENT AND MATERIAL TRANSFER

10.1. If the Participants mutually determine that the TEP Activity under this RUTF PA requires the transfer of Equipment and Material to the other Participants, a list of such Equipment and Material will be developed in accordance with the following table and Section VIII (Equipment and Material Transfers) of the MTEP MOU. In addition to the items listed in the table below, the POs will maintain a list of all Equipment and Material to be exchanged in the same format.

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the transfer.

NOTES:

1. *Equipment and Material that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs in the format above.*

SECTION XI

SPECIAL PROVISIONS

11.1. All TEP Activities under this RUTF PA will be carried out in accordance with each Performing and Contributing Participant's respective national laws, regulations, and policies, including their applicable export control laws and regulations.

11.2. Information furnished under this RUTF PA will be marked to identify that it was furnished under this RUTF PA as Background Information or Foreground Information, and also to identify the owner of the Information.

(Where there is more than one Contributing Participant, those Contributing Participants should identify any specific disclosure and use requirements. Refer to paragraph 9.3. of Section IX (Disclosure and Use of Information) of the MTEP MOU to implement this RUTF PA.)

SECTION XII

AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

12.1. This RUTF PA between (or among) *(insert Contributing and Performing Participants)*, pursuant to the Multinational Test and Evaluation Program Cooperation Memorandum of Understanding (MTEP MOU), will enter into effect upon signature of all Contributing and Performing Participants, and will remain in effect for ____ years, unless terminated by the Contributing and Performing Participants in accordance with paragraphs 17.4. and 17.5. of the MTEP MOU. It may be extended by the written mutual determination of the Contributing and Performing Participants. A Participant may withdraw from this RUTF PA in accordance with the provisions of paragraph 17.6. of Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the MTEP MOU.

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

Drafting guidance: Delete signature blocks for any Participant that is not a Contributing or Performing Participant to this PA.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE NEW ZEALAND
DEFENCE FORCE

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location

APPENDIX 1 – COST ESTIMATE MODEL

COST ESTIMATE FOR THE (Name of Test)
 RUTF PA ID # XXXX ... Test Period (Insert Date)

Item	Task Description/Service	Labor	Facility Use	Materials	Travel	Total
DIRECT COSTS						
1	Test Planning					
2	Test Article Safety Inspection					
3	Test Preparation & Setup					
4	Flight Time & Flt Support					
5	Range Firings					
6	Ground Support (Telemetry & Communications)					
7	Toxic Fumes Test					
8	Human Factors Evaluation					
9	Technical / Review Meetings					
10	Secure Storage					
11	Supplies & Materials					
12	Contingences (Retest, etc)					
13	Data Analysis					
14	Report Preparation					
15	TOTAL COST					

INDIRECT COSTS

(Indirect Costs charged to the Contributing Participant(s) will be only those required by the Performing Participant's national laws, regulations, and policies. These Costs may be itemized in a format similar to the table above.)

Note: *The above table is a notional example. Cost estimate tables should be tailored to align with the requirements of particular tests.*

ANNEX B- MODEL

COOPERATIVE TEST AND EVALUATION PROJECT ARRANGEMENT
(No. XX-XX-YYYY-Num*)

BETWEEN *(or AMONG)*

(Delete non-participating PARTICIPANTS)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

THE SECRETARY OF STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING

(Full name of project)

(SHORT TITLE: of project)

** Where XX = two letter code for names of Contributing Participants; YYYY = projected year of entry into effect; and Num is a sequential number.*

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V MANAGEMENT	
VI FINANCIAL PROVISIONS	
VII TECHNICAL DATA EXCHANGE	
VIII CONTRACTING PROVISIONS (<i>optional</i>)	
IX LEVEL OF CLASSIFICATION	
X PRINCIPAL ORGANIZATIONS INVOLVED	
XI EQUIPMENT AND MATERIAL TRANSFER (<i>optional</i>)	
XII SPECIAL PROVISIONS	
XIII AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION	

INTRODUCTION

This Cooperative Test and Evaluation (CTE) Project Arrangement (PA) is entered into pursuant to the Memorandum of Understanding (MOU) among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning the Multinational Test and Evaluation Program (MTEP) Cooperation (the MTEP MOU), which entered into effect on _____ (*insert effective date of the MOU*) and remains in effect through _____, the provisions of which are hereby incorporated by reference.

The Contributing Participants of this CTE PA are: (*list Contributing Participants .e.g. ADOD, UK MOD*).

SECTION I

DEFINITIONS

Drafting guidance: Include only those definitions pertinent to this CTE PA that have not been defined in the MTEP MOU. Abbreviations and acronyms will be noted after first use within the body of the CTE PA.

SECTION II

T&E OBJECTIVES

2.1. The objectives of this CTE PA are:

2.1.1. To determine the _____;

2.1.2. To evaluate the _____; and

2.1.3. To accomplish/improve _____.

SECTION III

SCOPE OF WORK

3.1. The following TEP Activities will be performed under this CTE PA:

3.1.1. Develop _____;

3.1.2. Evaluate _____; and

3.1.3. Design, fabricate, and test _____.

SECTION IV

SHARING OF TASKS AND ESTIMATED TEST SCHEDULE

4.1. The sharing of tasks under this CTE PA will be as follows:

4.1.1. The ADOD will: _____.

4.1.2. The CA DND will: _____.

4.1.3. The NZDF will: _____.

4.1.4. The UK MOD will: _____.

4.1.4. The U.S. DoD will: _____.

4.1.5. The ADOD, the CA DND, the NZDF, the UK MOD, and the U.S. DoD will jointly: _____.

4.1.6. *(Continue numbering and tasking as necessary. Remove all Non-Contributing Participants.)*

4.2. Breakdown of schedule *(optional)*:

(Describe in general the timeline for conduct of activity for this Project. Show phases, milestones and/or decision points, but specific details can be worked out by the POs during development of the Project Plan.)

4.3. The dates and duration of the test will be subject to change by any of the Contributing Participants. The Contributing Participants will keep each other, and their respective MAs, informed of potential schedule changes, delays, or cancellations.

4.4. A final report will be transmitted to the Contributing Participants' MAs no later than six months prior to the expiration of this PA.

SECTION V

MANAGEMENT

Drafting guidance: Identify from the list below the Contributing Participants' Project Steering Committee member. Delete Participants that are not applicable. Note: If it is intended that any Contributing Participant will contract on behalf of one or more other Contributing Participants, a Steering Committee (SC) must be established. For PAs in which a SC is not necessary, remove reference to SC and continue on with POs as 5.1. and renumber remaining paragraphs as appropriate.

5.1. The Steering Committee (SC) members are *(if necessary)*:

ADOD SC member	Title/Position _____
	Organization _____
CA DND SC member	Title/Position _____
	Organization _____
NZDF SC member	Title/Position _____
	Organization _____
UK MOD SC member	Title/Position _____
	Organization _____
U.S. DoD SC member	Title/Position _____
	Organization _____

(Drafting guidance: Identify from the list below the Contributing Participants' Project Officers. Delete Participants that are not applicable.)

5.2. The Project Officers (POs) are:

ADOD PO	Name _____
	Title/Position _____
	Organization _____
	Phone _____
	Email _____
CA DND PO	Name _____

	Title/Position	_____
	Organization	_____
	Phone	_____
	Email	_____
NZDF PO	Name	_____
	Title/Position	_____
	Organization	_____
	Phone	_____
	Email	_____
UK MOD PO	Name	_____
	Title/Position	_____
	Organization	_____
	Phone	_____
	Email	_____
U.S. DoD PO	Name	_____
	Title/Position	_____
	Organization	_____
	Phone	_____
	Email	_____

5.3. Project offices will be established in _____ (*name of ADOD location if applicable*), in _____ (*name of CA DND location if applicable*), in _____ (*name of NZDF location if applicable*), in _____ (*name of UK MOD location if applicable*), and in _____ (*name of U.S. DoD location if applicable*).

5.4. The POs, and SC if one is established, will be responsible for management of those tasks listed as national responsibilities in Section IV (Sharing of Tasks and Estimated Test Schedule) of this CTE PA.

5.5. Particular Management Procedures:

Drafting guidance: Mention only those additional management responsibilities not covered under Section IV (Management (Organization and Responsibility)) of the MTEP MOU.

If necessary, include frequency of SC meetings, voting rights, etc. At least an initial SC meeting is recommended for all complex CTE PAs (e.g. in effect longer than three (3) years or involving more than \$3 million per Contributing Participant).

Optional paragraph; use when CPP are to be assigned:

5.6. Contributing Participants will assign Cooperative Project Personnel (CPP) to another Contributing Participant's facility to assist in administering this CTE PA. Provisions for the CPP provided are described in Annex C (Cooperative Project Personnel (CPP)), including Appendix 1 (CPP Position Description) to Annex C and Appendix 2 (Certification of CPP Conditions and Responsibilities) to Annex C, to the MTEP MOU.

SECTION VI

FINANCIAL PROVISIONS

6.1. Cooperative efforts of the Contributing Participants over and above the mutually determined tasks set out in this Section, Section III (Scope of Work), Section IV (Sharing of Tasks and Estimated Test Schedule), and Section VII (Contracting Provisions) of this CTE PA will be subject to amendment to this CTE PA or signature of a new CTE PA.

Drafting guidance: If a CTE PA will involve the assignment of Cooperative Project Personnel (CPP), the PA will include a provision that refers to paragraph 5.8. of Section V (Financial Provisions) of the MTEP MOU, identifies which Contributing Participants are sending or hosting CPP, and specifies the number of CPP to be assigned. The CTE PA will also set out the responsibilities of the Contributing Participants for Costs and support of CPP, not already expressed in the MTEP MOU and Annex C, such as responsibilities for the Costs of working accommodation, duty travel and duty training. Such costs may be managed through a Financial Management Procedures Document (FMPD).

Drafting guidance: An FMPD will be necessary where Alternative 2 is used. An FMPD may also be used for Alternative 1 where the cost or scale of the project is deemed sufficient to warrant one. The FMPD will include, as a minimum, financial points of contact for each Contributing Participant, schedule, handling, funding levels by year, auditing procedures for monetary contributions anticipated for the CTE PA, and any approval authorization

procedures for the expenditure of funds. It may also include a requirement for further financial reporting where necessary.

Drafting guidance for Alternative 1: If a CTE PA will not involve a Contributing Participant Contracting for one or more other Contributing Participants, and no funds will be exchanged between the Contributing Participants, use the following format for the financial arrangements. Both Financial and Non-financial Costs should be included in the total Costs.

Alternative 1

6.2. The Contributing Participants' total Costs for this Project will be:

6.2.1. The ADOD tasks will not Cost more than _____ AS dollars

6.2.2. The CA DND tasks will not Cost more than _____ CA dollars

6.2.3. The NZDF tasks will not Cost more than _____ NZ dollars

6.2.4. The UK MOD tasks will not Cost more than _____ UK pounds sterling

6.2.5. The U.S. DoD tasks will not Cost more than _____ U.S. dollars.

Or:

Alternative 2:

Drafting guidance for Alternative 2: If a CTE PA will involve one Contributing Participant Contracting for another Contributing Participant, or the Contributing Participants will transfer or exchange funds between or among them, use the following format for the financial arrangements.

6.2. In no event will the Contributing Participant's Cost ceiling be exceeded without the prior written consent of the Contributing Participant(s). If there is reason to believe that this Cost ceiling will be exceeded, the Contributing Participants will immediately consult and set forth a new Cost ceiling together with supporting documentation. Contributing Participants will consult as soon as possible regarding the action to be taken in view of the revised Cost ceiling.

6.2.1. The Financial Cost ceiling for this Project will be [*insert figure and indicate currency*]. This Financial Cost ceiling may be changed only upon the mutual written consent of the Contributing Participants. The Financial Costs of the Project will be shared in accordance with the following percentages:

6.2.1.1. ADOD, [*insert percentage*];

6.2.1.2. CA DND, [*insert percentage*];

6.2.1.3. NZDF, *[insert percentage]*;

6.2.1.4. UK MOD, *[insert percentage]*; and

6.2.1.5. U.S. DoD, *[insert percentage]*.

6.2.2. The Non-financial Costs ceilings for each Contributing Participant, which may only be changed upon the mutual written consent of the Contributing Participants, will be as follows:

6.2.2.1. ADOD, *[insert figure]*;

6.2.2.2. CN DND, *[insert figure]*;

6.2.2.3. NZDF, *[insert figure]*;

6.2.2.4. UK MOD, *[insert figure]*; and

6.2.2.5. U.S. DoD, *[insert figure]*.

6.3. The *[insert currency]* will be the reference currency for the Project and the fiscal year for the Project will be the *[insert country and year]* fiscal year.

SECTION VII

TECHNICAL DATA EXCHANGE

Drafting guidance: Describe the technical data exchange anticipated for each of the major technologies required to effect those tests.

SECTION VIII

CONTRACTING PROVISIONS (OPTIONAL)

Drafting guidance: Insert any special Contract provisions that are needed to supplement the standard provisions contained in the MTEP MOU. Such "special" Contract provisions must be in accordance with the provisions of the MTEP MOU and this CTE PA.

If the CTE PA does not involve any Contracting, this Section will be removed from the CTE PA and remaining Sections renumbered as appropriate.

SECTION IX

LEVEL OF CLASSIFICATION

Drafting guidance: Select one of the four following possibilities for paragraph 9.1.:

- 9.1. No Classified Information will be exchanged under this CTE PA.
- 9.1. The highest level of Classified Information exchanged under this CTE PA is Confidential. ***(Drafting Guidance: This option is not available if the UK is participating.)***
- 9.1. The highest level of Classified Information exchanged under this CTE PA is Secret.
- 9.1. The highest level of Classified Information exchanged under this CTE PA is Top Secret.
- 9.2. The existence of this CTE PA is *[insert classification]* and its contents are *[insert classification]*.

SECTION X

PRINCIPAL ORGANIZATIONS INVOLVED

Drafting guidance: List the organizations and facilities of the Contributing Participants.

SECTION XI

EQUIPMENT AND MATERIAL TRANSFER

11.1. If the Contributing Participants mutually determine that the cooperative efforts under this CTE PA require the transfer of Equipment and Material to the other Contributing Participants, a list of such Equipment and Material will be developed in accordance with the following table and Section VIII (Equipment and Material Transfers) of the MTEP MOU. In addition to the items listed in the table below, the POs will maintain a list of all Equipment and Material to be exchanged.

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

* Estimated Replacement Value is a good-faith estimate of the replacement value at the time of the transfer.

NOTES:

- 1. In the event that the cooperative effort under the CTE PA requires the provision of Equipment and Material to a Contributing Participant, a list of such Equipment and Material must be developed in general accordance with the preceding table. (Equipment and Material that cannot be identified at the time of CTE PA signature will be documented, when identified, in a list to be developed and maintained by the POs in the format above.)*
- 2. For jointly acquired or produced Equipment and Material, detailed plans and responsibility for acquisition, management, and disposal, in accordance with paragraphs 8.12.-8.14. of the MTEP MOU should be included in the CTE PA.*

SECTION XII

SPECIAL PROVISIONS

12.1. All activities of the Contributing Participants under this CTE PA will be carried out in accordance with each Contributing Participant's respective national laws, regulations, and policies, including their applicable export control laws and regulations.

Drafting guidance: Identify any procedures, specifications, or other necessary attributes of the Project not delineated in other Sections of this CTE PA or the MTEP MOU.

SECTION XIII

AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

13.1. This CTE PA between (or among) *(insert Contributing Participants)*, pursuant to the MTEP MOU, will enter into effect upon signature of all Contributing Participants and will remain in effect for ____ years/months unless terminated by the Contributing Participants in accordance with paragraphs 17.4. and 17.5. of the MTEP MOU. It may be extended by the written mutual determination of the Contributing Participants. A Participant may withdraw from this CTE PA in accordance with the provisions of paragraph 17.6. of Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the MTEP MOU.

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

Drafting guidance: Delete signature blocks for any Participant that is not a Contributing Participant to this CTE PA.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE NEW ZEALAND
DEFENCE FORCE

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Signature

Name

Title

Date

Location

INSERT PROJECT ARRANGEMENT TITLE AND NUMBER HERE

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location

COOPERATIVE PROJECT PERSONNEL (CPP)

1. Purpose and Scope

- 1.1. This Annex to the Memorandum of Understanding (MOU) among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, Concerning Multinational Test and Evaluation Program (MTEP) Cooperation (the MTEP MOU), the provisions of which are hereby incorporated by reference, establishes the provisions that will govern the conduct of Cooperative Project Personnel (CPP). The Parent Participant will assign military members or civilian employees to a Project at a facility of the Host Participant in accordance with Section IV (Management (Organization and Responsibility)) of the MTEP MOU and this Annex. CPP must be able to perform all the responsibilities assigned to them under the MTEP MOU and the relevant PA. Commencement of assignments will be subject to any requirements that may be imposed by the Host Participant or its Government regarding acceptance of CPP, such as, but not limited to, visas and visit request documentation. The Steering Committee (SC) or Project Officers (POs) will determine the length of assignment for the positions at the time of initial assignment.
- 1.2. CPP will be assigned to the Project establishment of the Host Participant for PA work and will report to their designated supervisor regarding that work. The POs will be responsible for the creation of a document describing the duties of each CPP position in accordance with Appendix 1 (Cooperative Project Personnel Position Description) to this Annex, which will be subject to approval by the SC, or the MAs if no SC is established. CPP will not act as liaison officers on behalf of the Parent Participant. CPP may act from time to time on behalf of their respective PO or SC member if the latter so authorizes, in writing.
- 1.3. CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's Government.

2. Security

- 2.1. The POs, or SC if one is established, will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section II (Objectives) and Section III (Scope

of Work) of the MTEP MOU and will be kept to the minimum required to accomplish the work assignments.

- 2.2. The Parent Participant will file visit requests for the CPP through prescribed channels in compliance with the Host Participant's procedures. As part of the visit request procedures, the Parent Participant will cause security assurances to be filed, through the Parent Participant's Government embassy or High Commission located in the Host Participant's country, specifying the security clearances for the CPP being assigned.
- 2.3. The Host Participant and Parent Participant will use their best efforts to ensure that CPP assigned to a Project at a facility of the Host Participant are aware of, and comply with, applicable laws and regulations, as well as the requirements of Section IX (Disclosure and Use of Information), Section X (Controlled Unclassified Information), Section XI (Visits to Establishments), Section XII (Security), and Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the MTEP MOU and the provisions of the applicable PSI and CG. Prior to commencing assigned duties, CPP will sign a certification concerning the conditions and responsibilities of CPP, in accordance with Appendix 2 (Certification of Cooperative Project Personnel (CPP) Conditions and Responsibilities) to this Annex.
- 2.4. CPP will at all times be required to comply with the security and export control laws, regulations, and policies of the Host Participant's Government. Any violation of security procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing violations of security and export control laws, regulations, and policies during their assignments may be withdrawn from the CPP assignment with a view toward appropriate administrative or disciplinary action by the Parent Participant.
- 2.5. All Classified Information made available to CPP will be considered as Classified Information furnished to the Parent Participant, and will be subject to all provisions and safeguards provided for in Section XII (Security) of the MTEP MOU, the PSI, and the CG.
- 2.6. CPP will not have personal custody of Classified Information or Controlled Unclassified Information unless approved by the Host Participant and as authorized by the Parent Participant. CPP will be granted access to such Information in accordance with Section X (Controlled Unclassified Information), and Section XII (Security) of the MTEP MOU, and with the PSI, during normal duty hours at the facility of the Host Participant and when access is necessary to perform PA work.
- 2.7. CPP assigned to a Project at a facility of the Host Participant will not serve as a conduit between the Host Participant and Parent Participant for requests and/or

transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PSI.

3. Technical and Administrative Matters

3.1. Consistent with the Host Participant's Government laws, regulations, and policies, and subject to applicable multilateral or bilateral agreements or arrangements, the following will apply:

3.1.1. CPP will be subject to the procedures and regulations of the Host Participant for personnel administration.

3.1.2. CPP will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. When applicable under Host Participant laws, CPP and their dependents will be accorded:

3.1.2.1. exemption from any Host Participant's Government tax on income received from the Parent Participant; and

3.1.2.2. exemption from any Host Participant's customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2. On arrival, CPP and their dependents will be provided briefings arranged by the establishment of the Host Participant about applicable laws, orders, regulations, and customs and the need to comply with them. CPP and their dependents will also be provided briefings arranged by the facility of the Host Participant regarding entitlements, privileges, and obligations such as:

3.2.1. Any medical and dental care that may be provided to CPP and their dependents at Host Participant medical facilities, subject to the requirements of applicable laws, regulations, and policies, and any applicable multilateral or bilateral agreements or arrangements;

3.2.2. Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to the requirements of applicable laws, regulations, and any applicable multilateral or bilateral agreements or arrangements;

3.2.3. The Host Participant will provide, if available, housing and messing facilities for CPP and their dependents on the same basis and priority as for its own personnel. CPP, or their Parent Participant, will pay messing and housing charges to the same extent as Host Participant personnel. At locations where facilities are not provided by the Host Participant for its own personnel or

facilities are not available, the Parent Participant will make suitable arrangements for its CPP in accordance with its national laws, regulations and policies; and

3.2.4. The Host Participant will provide office space and administrative support to CPP in accordance with the Host Participant's normal practice; and

3.2.5. CPP and their dependents will have the responsibility of obtaining motor vehicle liability insurance coverage in accordance with the laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP, the recourse will be against such insurance.

3.3. The establishment of the Host Participant or other facility to which CPP are assigned will, in consultation with the CPP, establish standard operating procedures for CPP in the following areas:

3.3.1. Working hours, including holiday schedules;

3.3.2. Leave authorization, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant;

3.3.3. Dress regulations, consistent to the extent possible with the military and civilian personnel regulations and practices of the Host Participant and Parent Participant; and

3.3.4. Performance evaluations, recognizing that such evaluations will be rendered in accordance with the Parent Participant's military or civilian personnel regulations and practices.

3.4. CPP will conform to Host Participant laws in accordance with applicable international agreements or arrangements. CPP committing an offense under the laws of the Government of the Host Participant or Parent Participant may be withdrawn from the CPP assignment with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP, nor will the CPP exercise disciplinary powers over the Host Participant's personnel. In accordance with Host Participant's Government laws and regulations, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.

3.5. During their assignment, CPP will not be placed in the following duty status or environments unless it is consented to in writing by the Parent Participant:

3.5.1. Areas of political sensitivity where their presence may jeopardize the interests of either the Host Participant or Parent Participant, or where, in the

normal course of their duty, CPP may become involved in activities that may embarrass either Participant; or

3.5.2. Deployments in non-direct hostility situations, such as UN peacekeeping or multinational operations, or in third countries;

3.5.3. Duty assignments in which direct hostilities are likely. Should the office or facility to which CPP are assigned become involved in hostilities unexpectedly, assigned CPP will not be involved in the hostilities. Any such CPP approved by the Parent Participant for involvement in hostilities will be given specific guidance as to the conditions under which the assignment will be carried out by the appropriate authorities of the Host Participant and Parent Participant; or

3.5.4. Other duty assignments as set out in applicable multilateral or bilateral agreements or arrangements.

3.6. The Participants recognize that military personnel and civilian employees of a Participant, assigned to duty by its Defence Department or Ministry for the purpose of working on this Project, while present in the territory of the other Participant, will, to the extent that they are so qualified, be members of a "Force" and "civilian component," respectively, within the meaning of the applicable multilateral or bilateral agreements with that Participant or applicable national legislation. Employees and agents of Contractors do not constitute a civilian component for the purposes of this paragraph.

3.7. The Participants whose countries are NATO member countries recognize the following:

3.7.1. The military and civilian employees of a Participant whose country is a NATO member country, assigned to duty with its Defense Department or Ministry for the purpose of working under this MTEP MOU, while present in the territory of another Participant whose country is a NATO member country, will, to the extent that they are so qualified, be members of a "Force" and "civilian component" respectively within the meaning of Article I of the NATO Status of Forces Agreement (NATO SOFA), signed on 19 June 1951. Employees and agents of Contractors do not constitute a civilian component, and the NATO SOFA will not apply to them.

APPENDIX 1 TO ANNEX C

COOPERATIVE PROJECT PERSONNEL POSITION DESCRIPTION

1. Position:

a. Title: Cooperative Project Personnel (CPP) to the _____ Project Arrangement (PA).

2. Position location:

3. Security clearance level required for the position:

4. Qualifications/Skills Required for Position: *(Insert appropriate data, e.g., accredited degree in a scientific or air and space related subject, air and space staff and/or operational experience, military specialty similar to U.S. DoD Acquisition Program Manager and/or acquisition engineering experience.)* The CPP will perform the following CTE PA tasks and responsibilities as mutually determined by the CTE PA Project Officers (POs).

5. General categories of Information to which access will be required: *(Insert appropriate categories of Information required to perform the duties outlined in this position description.)*

6. Description of specific duties:

- a. CPP will be primarily responsible for *(insert responsibilities, e.g., coordinating the administration of the CTE PA)*. CPP will require Information access to *(insert specific Information access requirements.)*;
- b. Anticipated travel requirements and locations;
- c. The CPP will attend technical meetings and symposiums as required in performance of assigned duties;
- d. Reporting requirements *(e.g., provide a monthly Project summary to the POs, and the SC, or MAs if no SC is established, as requested. This report will cover plans and Project execution. It should also include any forecasts of forthcoming trials, tests and Project reviews.)*;
- e. Attend respective Project reviews and provide a summary report of CTE PA activities as required;
- f. In support of the CTE PA, advise the PO on respective national procurement and fielding policy, support, and logistics doctrine and organization; and

- g. Where required, provide administrative support and coordination for the Steering Committee (SC), or POs if no SC is established, for various Project meetings. In particular, the CPP will *(sample tasks listed below)*:
- (1) Request inputs from POs at least two weeks prior to each meeting;
 - (2) Provide written briefs to PO at least one week prior to each meeting;
 - (3) Provide draft minutes for each meeting within 10 days of the conclusion of the meeting;
 - (4) Provide written briefs on the CTE PA activities to PO every six weeks;
 - (5) Coordinate with key stakeholders, as required, so as to ensure timely progress;
 - (6) Attend CTE PA meetings and provide administrative support where necessary;
and
 - (7) Brief progress on the CTE PA to PO as directed above.

APPENDIX 2 TO ANNEX C

CERTIFICATION OF COOPERATIVE PROJECT PERSONNEL (CPP) CONDITIONS AND RESPONSIBILITIES

1. I understand and acknowledge that I have been assigned to [insert name and location of organization to which assigned] pursuant to Project Arrangement (PA) [insert number and name of respective PA] under the Memorandum of Understanding among the Department of Defence of Australia, the Department of National Defence of Canada, the New Zealand Defence Force, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America Concerning Multinational Test and Evaluation Program Cooperation (MTEP MOU), which entered into effect [insert month, day, year] and remains in effect through [insert month, day, year]. In connection with this assignment, I further understand, acknowledge, and certify that I will comply with the following provisions and responsibilities:
2. I understand that I have been assigned to work on the specific PA identified in paragraph 1, above, and as described in the Position Description (PD). There will be no access to Information except as required to perform the duties described in the PD for the PA to which I am assigned, as determined by my supervisor and the Project Officer of the [insert the CPP's Parent Participant].
3. I will perform only functions that are properly assigned to me as described in the PD for my assignment and will not act in any other capacity on behalf of my Parent Participant.
4. All Information to which I may have access during this assignment will be treated as Information provided to my Government pursuant to the provisions of the MTEP MOU.
5. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign Cooperative Project Person.
6. I have been briefed on, understand, and will comply with all applicable security regulations of the Host Participant and the Host organization; and with all applicable laws and regulations of the Host Participant's Government concerning the protection, release, transfer, or export, both during and after the termination of my assignment, of Intellectual Property Information (such as Patents, copyrights, know-how, and trade secrets), Classified Information, Controlled Unclassified Information, and Information subject to export control laws and regulations, to which access might be granted under the MTEP MOU.

7. I will immediately report to the CTE PA Project Officers all unauthorized attempts to obtain from me Classified Information, Controlled Unclassified Information, proprietary information, or Information subject to export control laws and regulations to which I may have access as a result of this assignment.

Signature

Name

Title

Date

ANNEX D - MODEL

**EQUIPMENT AND MATERIAL TRANSFER ARRANGEMENT
NUMBER (E&MTA-XXXX)**

BETWEEN *(or AMONG)*

(Delete non-participating PARTICIPANTS)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

THE SECRETARY OF STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

CONCERNING THE TRANSFER OF

(Insert brief description of Equipment and Material to be transferred)

FROM

(Insert title of the providing Participant)

TO

(Insert title of the receiving Participant)

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.I DESCRIPTION AND QUANTITY	
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IV SPECIAL PROVISIONS (<i>OPTIONAL</i>)	
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VI CLASSIFICATION	
VII AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION	

INTRODUCTION

This Equipment and Material Transfer Arrangement (E&MTA) is entered into pursuant to the Memorandum of Understanding Among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning Multinational Test and Evaluation Program (MTEP) Cooperation (the MTEP MOU), which entered into effect _____ (*insert effective date of the MOU*) and remains in effect through _____, the provisions of which are hereby incorporated by reference. This E&MTA is being executed by authorized representatives of the Contributing Participants pursuant to Section VIII (Equipment and Material Transfers) of the MTEP MOU.

The Contributing Participants to this E&MTA are _____. (*Indicate here which Contributing Participant is the providing Participant and which is the receiving Participant.*)

SECTION I

DESCRIPTION AND QUANTITY

- 1.1. The following Equipment and Material will be transferred by the providing Participant to the receiving Participant:

Providing Participant	Receiving Participant	Qty	Description	Part/ Stock #	Consumable/ Non-Consumable	Transfer Period	Security Classification	* Estimated Replacement Value

* Estimated Replacement Value is a good faith estimate of the replacement value at the time of the loan.

(Fill in as appropriate)

- 1.2. (Choose one of the following alternatives, or use both if both situations apply.)

Alternative A: Use when return of Equipment and Material is planned.

- 1.2. The Equipment and Material identified in paragraph 1.1. of this Section is not intended to be consumed or expended during the course of the activities described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA. Whenever Equipment and Material includes Computer Software, the receiving Participant will, at the end of the loan period, remove such computer software from all computers and host systems of the receiving Participant.

Alternative B: Use when return of Equipment and Material is not planned due to its consumption during the activity.

- 1.2. The Equipment and Material described in paragraph 1.1. of this Section is intended to be consumed or expended during the course of the activities described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA.

SECTION II

PURPOSE

- 2.1. The purpose of this E&MTA is to support the following activities:

2.1.1. *(Fill in as appropriate)*

SECTION III

MANAGEMENT AND RESPONSIBILITIES

- 3.1. Each Contributing Participant will designate a point of contact who will be responsible for implementing this E&MTA.

Drafting guidance: Insert the appropriate names, title/office symbols, addresses, and telephone numbers of the individuals assigned to implement the E&MTA.

3.1.1. For the providing Participant, the point of contact is:

3.1.2. For the receiving Participant, the point of contact is:

Drafting guidance: If applicable, identify from the list below the providing and receiving Participants' Steering Committee (SC) member. Delete Participants that are not applicable. For E&MTAs in which a SC is not necessary, remove all reference to SC, paragraph 3.2., and renumber remaining paragraphs as appropriate.

- 3.2. The Steering Committee (SC) members are *(if necessary)*:

ADOD SC member	Title/Position _____
	Organization _____
CA DND SC member	Title/Position _____

	Organization _____
NZDF SC member	Title/Position _____
	Organization _____
UK MOD SC member	Title/Position _____
	Organization _____
U.S. DoD SC member	Title/Position _____
	Organization _____

3.3. Responsibilities of the providing Participant

- 3.3.1. **Transfer of the Equipment and Material.** The providing Participant will transfer the Equipment and Material listed above for the duration of the transfer period specified in paragraph 7.4. of Section VII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of this E&MTA, unless extended by mutual written consent of the Contributing Participants.
- 3.3.2. **Equipment and Material Delivery.** The providing Participant will deliver the Equipment and Material (*specify arrangements*). Possession and responsibility for the Equipment and Material will pass from the providing Participant to the receiving Participant at the time of receipt of the Equipment and Material at the mutually determined and specified location. Any further transportation is the responsibility of the receiving Participant unless otherwise specified in this paragraph.
- 3.3.3. **Information.** The providing Participant will mark and furnish the receiving Participant such Information as is necessary to enable the Equipment and Material to be used in the activities described in subparagraph 2.1. of Section II (Purpose) of this E&MTA in accordance with Section IX (Disclosure and Use of Information) of the MTEP MOU.

3.4. Responsibilities of the receiving Participant

- 3.4.1. **Inspection and Inventory.** The receiving Participant will inspect and inventory the Equipment and Material upon receipt. The receiving Participant will also inspect and inventory the Equipment and Material prior to its return to the providing Participant, unless the Equipment and Material is consumed in accordance with subparagraph 3.4.2. of this Section.
- 3.4.2. (*Choose one of the following alternatives, or use both if both situations apply.*)

Alternative A: Use when return of Equipment and Material is planned.

Return of Equipment and Material. Upon expiration or termination of the transfer period as specified in paragraph 7.3. of Section VII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this E&MTA (taking into account any approved extensions by the Contributing Participant), the receiving Participant will return the Equipment and Material to the providing Participant (***specify arrangements***) in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the cost to restore it. Possession and responsibility for the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of receipt of the Equipment and Material at the mutually determined and specified location. If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair, while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies in accordance with paragraph 8.4. of Section VIII (Equipment and Material Transfers) of the MTEP MOU.

Alternative B: Use when return of Equipment and Material is not planned due to its consumption during the activity.

Consumption of Equipment and Material. It is intended that the receiving Participant will consume the Equipment and Material specified in paragraph 1.1. of Section I (Description and Quantity) of this E&MTA during the course of the activities described in subparagraph 2.1.1. of Section II (Purpose) of this E&MTA. If this does occur, the receiving Participant will provide written notice of its consumption to the providing Participant. In the event consumption does not occur prior to the end of the transfer period specified in paragraph 7.3. of Section VII (Amendment, Termination, Withdrawal, Entry Into Effect, and Duration) of this E&MTA, the receiving Participant will return the Equipment and Material to the providing Participant (***specify arrangements***) in as good condition as received, normal wear and tear excepted, or return the Equipment and Material and pay the cost to restore it. Possession and responsibility for the Equipment and Material will pass from the receiving Participant to the providing Participant at the time of receipt of the Equipment and Material at the mutually determined location specified. If the Equipment and Material is lost, unintentionally destroyed, or damaged beyond economical repair prior to its intended consumption while in the custody of the receiving Participant, the receiving Participant will issue a certificate of loss/destruction/irreparable damage to the providing Participant and pay the replacement value as computed pursuant to the providing Participant's national laws, regulations, and policies in accordance with paragraph 8.4. of Section VIII (Equipment and Material Transfers) of the MTEP MOU.

- 3.5. A Test Report will be provided free of charge by the receiving Participant to the providing Participant within ____ days after the completion of the transfer period.

- 3.6. This E&MTA provides only for transfer of Equipment and Material associated with the activities described in subparagraph 2.1. of Section II (Purpose) of this E&MTA. Signature of this E&MTA does not imply any commitment by a Participant to participate in any activities beyond the E&MT described herein.

SECTION IV

SPECIAL PROVISIONS (OPTIONAL)

- 4.1. *(Insert any special provisions as required.)*

SECTION V

CONTRACTING PROVISIONS (OPTIONAL)

Drafting guidance: Insert any Contract provisions that are needed to supplement the standard provisions contained in the MTEP MOU. Consider specific program requirements including manufacturing Information, manner of software delivery. If this Section is not required, delete this Section and re-number remaining Sections as appropriate.

SECTION VI

CLASSIFICATION

- 6.1. *(Select one of the following paragraphs.)*
- 6.1.1. No classified Equipment and Material will be transferred under this E&MTA.
 - 6.1.1. The highest level of classified Equipment and Material transferred under this E&MTA is Confidential. *(Drafting guidance: This option is not available if the UK is participating.)*
 - 6.1.1. The highest level of classified Equipment and Material transferred under this E&MTA is Secret.
 - 6.1.1. The highest level of classified Equipment and Material transferred under this E&MTA is Top Secret.
- 6.2. The existence of this E&MTA is *[insert classification]* and its contents are *[insert classification]*.

SECTION VII

AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND
DURATION

- 7.1. The provisions of this E&MTA may be modified or extended through amendment by written mutual consent of authorized representatives of the Contributing Participants in accordance with Section VIII (Equipment and Material Transfers) of the MTEP MOU.
- 7.2. The Contributing Participants may withdraw from or terminate this E&MTA in accordance with Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the MTEP MOU.
- 7.3. Responsibilities regarding security and protection against unauthorized use, disclosure, or transfer that accrued prior to termination or expiration of the transfer period will continue to apply without limit of time in accordance with Section XVII (Amendment, Termination, Withdrawal, Entry into Effect, and Duration) of the MTEP MOU.
- 7.4. The transfer period for the Equipment and Material described herein will be _____. *(Enter dates)*
- 7.5. This E&MTA enters into effect on the date of the last signature below, and unless terminated or extended, will remain in effect for ____ *(enter amount of time to allow for the transfer period, with enough time to resolve outstanding issues and provide reports.)*

INSERT E&MTA NUMBER / TITLE HERE

Drafting guidance: Delete signature blocks for any Participant that is not a Contributing Participant to this E&MTA.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

Signature

Name

Title

Date

Location

INSERT E&MTA NUMBER / TITLE HERE

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA

Signature

Name

Title

Date

Location

INSERT E&MTA NUMBER / TITLE HERE

FOR THE NEW ZEALAND
DEFENCE FORCE

Signature

Name

Title

Date

Location

INSERT E&MTA NUMBER / TITLE HERE

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Signature

Name

Title

Date

Location

INSERT E&MTA NUMBER / TITLE HERE

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location

ANNEX E - MODEL

(Insert name of WG) WORKING GROUP (WG)

TERMS OF REFERENCE (TOR)

BETWEEN *(or AMONG)*

(Delete non-participating PARTICIPANTS)

THE DEPARTMENT OF DEFENCE OF AUSTRALIA

AND

THE DEPARTMENT OF NATIONAL DEFENCE OF CANADA

AND

THE NEW ZEALAND DEFENCE FORCE

AND

THE SECRETARY OF STATE FOR DEFENCE OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

AND

THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

(SHORT TITLE: *of WG*)

1. **Authority. *Mandatory:*** The Memorandum of Understanding Among the Department of Defence of Australia (ADOD), the Department of National Defence of Canada (CA DND), the New Zealand Defence Force (NZDF), the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (UK MOD), and the Department of Defense of the United States of America (U.S. DoD) Concerning Multinational Test and Evaluation Program (MTEP) Cooperation (the MTEP MOU) , which entered into effect on _____ and remains in effect until _____, the provisions of which are hereby incorporated by reference, fosters collaboration in standardization, testing, evaluation, and interoperability potentially leading to new or improved military capability. The MTEP MOU provides for the establishment of Working Groups (WGs). These Terms of Reference (TOR) establish the *(insert name of WG)* between *(or among) (insert Contributing Participants)*.

2. Definitions and Acronyms:

(Provide any required definitions not included in the MTEP MOU.)

3. Purpose:

(Provide a short paragraph identifying the purpose of the WG. For example, "A WG will be established to harmonize T&E requirements, study feasibility of future cooperative TEP Activities, and report on specific T&E issues of mutual interest". The WG will be limited in scope to a single, well-defined study or Project area and will endeavor to assess the T&E issue based on Information provided by the Contributing Participants in such a way as to arrive at a jointly- determined position.) Examples follow:

The *(insert name of WG)* will include activities covering the following areas:

The *(insert name of WG)* will

evaluate...;

monitor...;

identify...;

analyze...;

investigate...; and

facilitate...

... studies beneficial to the Contributing Participants.

... and seek technological solutions to those ...

The *(insert name of WG)* will provide a framework for the exchange of Information, the identification of potential PAs or E&MTAs for *(name of specific weapon system, etc.)*, and the coordination of the Contributing Participants' requirements prior to the formal staffing of a potential Project Arrangement (PA) or Equipment and Material Transfer Arrangement (E&MTA).

The purpose of the *(insert name of WG)* is to review respective *(name specific weapon system, etc.)* programs in order to identify mutually beneficial T&E cooperative activities between the Contributing Participants.

Mandatory: Specific collaborative activities will be carried out in accordance with the MOU and relevant PAs and E&MTAs or other international agreements or arrangements, subject to respective applicable laws and regulations of the Contributing Participants.

Mandatory: The *(insert name of WG)* is not intended to replace or inhibit activities under existing international agreements or arrangements.

4. Objectives:

Provide details of the work to be accomplished under this TOR.

Example follows:

Information on research conducted by each Contributing Participant in the area of *(name specific technology)* technology and its potential for *(identify potential benefit)* will be exchanged and the potential for a PA or E&MTA leading to application of the technology will be discussed.

Mandatory: The *(insert name of WG)* will not duplicate the activities of other organizations or arrangements.

Mandatory: The *(insert name of WG)* will deliver *(insert type of deliverable required. For example: Will the WG produce a report, study, list?)* as specified below:

5. Management Structure:

Examples follow:

The WG Lead Representatives (WGLRs) designated by the Contributing Participants are: *(provide names, organizations, job titles, and contact information)*

Mandatory: *Identify one WGLR for each Contributing Participant. Include name, mailing address, email address, and phone number.*

The *(insert name of WG)* consists of representatives from *(organizations)* as principals and other representatives and supporting subject matter experts from *(organizations)*, as appropriate.

The Contributing Participants will endeavor to ensure minimal turn-over of WG members.

The importance of consultation with other agencies and organizations is recognized. Representatives from specific technology areas may be invited to participate in technical discussions, but will not become members of the *(insert name of WG)*. They may, however, become members of a sub-group established under this WG for a specific technology area or applicable TEP Activity.

Mandatory: *Identify how often the WG will meet and who will host and chair.*

Example: WG meetings will be held at intervals as mutually determined by the WGLRs, but at least annually. The Contributing Participants will host and chair the meetings on a rotational basis. Minutes will be prepared and provided to *(insert name of WG)* members and to the MTEP MOU MAs within *(specify time)* following the meetings. Administrative support for these meetings will be the responsibility of the Contributing Participant hosting the meeting.

Mandatory: *Identify how decisions will be reached.*

Example: All decisions of the *(insert name of WG)* will be unanimous.

6. Exchange of Information:

Mandatory: The *(insert name of WG)*, along with its appropriate supporting subject matter experts, may exchange Information pertaining to *(name area of discussion of the WG)* activities in accordance with Section III (Scope) and Section IX (Disclosure and Use of Information) of the MTEP MOU. Information will be furnished without charge and will be used for Information and evaluation purposes only.

Mandatory if exchanging Classified or Controlled Unclassified Information: Classified Information or Controlled Unclassified Information will be transferred only through official Government-to-Government channels or through channels approved by the Designated Security Authorities of both [or all] Contributing Participants. The provisions of Section X (Controlled Unclassified Information) and Section XII (Security) of the MTEP MOU apply. No Equipment and Material will be transferred under the auspices of the *(insert name of WG)*.

Mandatory: The *(insert name of WG) members* will ensure that any Information furnished in accordance with this TOR is used only by the Contributing Participants and then only for the purpose for which it has been furnished. Information will not be disclosed or released to any Third Party or Contractor, or used for any other purpose without the prior written consent of the furnishing Participant.

Mandatory: The WGLRs will produce and maintain a list of Information exchanged under this WG. This list will include name of document, date of document, author, security classification/release restrictions, estimated value, country of origin, originating point of contact, use rights, receiving point of contact, date provided, and any requirement to return the document to the originator. A current list will be submitted annually to the MAs of each Contributing Participant.

7. General:

Mandatory: There will not be any transfer of funds between [or among] the Contributing Participants pursuant to this TOR. In those cases where a PA or E&MTA is determined to be required, the WGLRs will make every effort to prepare the necessary documentation and secure the required approvals as expeditiously as possible. Contributing Participants will be responsible for their own Costs arising from this WG.

8. Non-Legal Status:

Mandatory: This TOR constitutes an administrative procedure to coordinate T&E activities between (or among) the Contributing Participants. It is not the intent of the Contributing Participants that this TOR be considered legally binding under international law. This TOR does not create any authority to perform any work, award any Contract, transfer funds, transfer Equipment or Material, or otherwise obligate in any way any Contributing Participant to incur Costs for the other Contributing Participants for any purpose. Any collaborative activity identified for investigation by the (insert name of WG) will be pursued in accordance with the provisions of the MTEP MOU.

9. Effective Date:

Mandatory: This TOR for the (insert name of WG) becomes effective on the date of the last signature below and remains in effect until (month day, year)[fill in before signature], unless terminated or extended. This TOR may be amended or extended by mutual written consent of the MAs. Any Contributing Participant may withdraw from the (insert name of WG) in accordance with Section XVII (Amendment, Termination, Withdrawal, Entry into Effect and Duration) of the MTEP MOU upon written notification to the other Contributing Participants.

Drafting Guidance: *The MAs will approve and sign this TOR.*

INSERT WORKING GROUP TITLE HERE

Drafting guidance: Delete signature blocks for any Participant that is not a Contributing Participant to this WG.

FOR THE DEPARTMENT OF
DEFENCE OF AUSTRALIA

Signature

Name

Title

Date

Location

INSERT WORKING GROUP TITLE HERE

FOR THE DEPARTMENT OF
NATIONAL DEFENCE OF CANADA

Signature

Name

Title

Date

Location

INSERT WORKING GROUP TITLE HERE

FOR THE NEW ZEALAND
DEFENCE FORCE

Signature

Name

Title

Date

Location

INSERT WORKING GROUP TITLE HERE

FOR THE SECRETARY OF STATE
FOR DEFENCE OF THE UNITED
KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Signature

Name

Title

Date

Location

INSERT WORKING GROUP TITLE HERE

FOR THE DEPARTMENT OF
DEFENSE OF THE
UNITED STATES OF AMERICA

Signature

Name

Title

Date

Location